EXHIBIT D

of 61

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UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA

In re:) Bankruptcy Case) No. 19-30088-DM PG&E CORPORATION,) Chapter 11 and) Jointly Administered PACIFIC GAS AND ELECTRIC COMPANY, Debtors.

> ************ TELEPHONIC TOWN HALL

APRIL 25, 2020 ******** each of the lawyers involved will tell you what they

think about the settlement, give you their advice to

3 their particular clients. We've got the client lists 4 from each of the firms, and everybody got a call. So we

5 got clients from Watts Guerra, from Joe Earley, from Roy 6

Miller, Jim Frantz, from Rich Bridgford, and from Robert 7 Bryson all on the line, and we'll try to take as many 8 calls -- questions as we can.

9 So what we're going to do is this:

10 Throughout the week we get sent questions and all the 11 firms kind of put them together and we try to get 12 answers. And so the first part is going to be these six 13 lawyers are going to talk to you about what they think

14 about the deal and why they're recommending that you 15 vote for it. The second part will be we'll answer the

16 questions and answers that we've been sent throughout 17 the week and, frankly, some comments that have been put 18 on Facebook this week. And then, lastly, you can press

19 star 3, and if you press star 3, you're going to be able 20 to have your questions answered. This will last until

21 about 2:00 p.m. 22

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And, again, I would tell the lawyers, turn off your volume on the Zoom. Make sure all of you got it off because we're getting some background.

There we go. Whoever just did that took

Page 2

MR. WATTS: Good afternoon, folks. This is Mikal Watts, your lawyer, one -- some of your lawyers. I'm together with Roy Miller and Joe Earley, as usual; but we've also got lawyers representing the second, third, and fifth largest number of clients: Jerry Singleton, Jim Frantz, and Rich Bridgford. And what I consider to be a special honor, we've also got Robert Bryson, who is the managing partner of Robins Cloud, L.L.P.; and he's -- Bill Robins has served as one of the co-leads in the JCCP 4955, which was the North Bay Fire litigation arising out of the North Bay Fires beginning on October the 8th of 2017. So, Robert, welcome. And then Jim and Rich and Roy and Joe, thank you for participating again.

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Robert and Roy will focus on questions relating to the North Bay Fires in 2017. Elliot Adler, who focuses on the Camp Fire beginning on November the 8th of 2018, he couldn't be here today. So Joe and I will answer questions that you have specific to the Camp Fire case in 2018.

So what I'd like to do is just real briefly, you know, give each of these five, six gentlemen a minute or two to kind of give you their thoughts; and then we'll go right into questions and answers. This is going to have three parts. First,

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Page 3

care of it. So we'll try to keep that from happening. We apologize.

But the bottom line, Jerry, if you could turn -- your thoughts and tell us what your thoughts are, Jerry Singleton.

MR. SINGLETON: Sure. Well, thank you very much for putting this on, Mikal. I appreciate it, not just you, but everyone else who's involved. I think the thing that I really want to stress, and I know that people want to get to the questions, so I don't want to take too much time; but we keep getting asked the same questions over and over again, and they really center on what the alternative to the current plan is and so I want to stress that there are no other plans that have been put forward. There was the bondholder plan. That was withdrawn, and the bondholders are now supporting the current plan.

So what a number of people have been focused on is this idea of a COU, or a consumer-owned utility plan; and that is, for lack of a better term, basically, an idea that was proposed by Mayor Liccardo of San Jose and a couple other people, but it never progressed to the stage of an actual plan. And there has been a couple of Facebook posts that talk about it as if it were an actual plan. And one of the things I

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really encourage people to do is to read the documents that are referenced in those Facebook posts. They're

3 available on our website, on Mikal's website,

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firesettlementfacts.com, or you can go directly to Prime

Clerk, and, specifically, it's Document No. 306. But it talks about the idea behind the COU plan, and it really

7 stresses that, again, it's not a plan; it's an idea for 8 the future. To be a plan, it would have to be proposed

9 and submitted to the Court, as it says, in the actual

10 document there, 306, which never happened. 11 The other thing that is very concerning

about it is that while they say that they would, they believe, be able to raise the 59 billion to be able to be necessary to fund the plan and get out of bankruptcy, there is absolutely no indication of any financial institutions who have supported the plan; and that's our concern, is that what we want is to make sure that there are people who actually have the money to fund a plan.

19 The reason we support this plan is that that's occurred. 20 It's been vetted thoroughly, and the people who are

21 supporting it have the money to do it. With the COU

22 plan -- or it's not a plan; it's a proposal -- there is

23 nothing like that. And so, again, I would encourage

everyone to take a look at it, and specifically look at

24 25 the funding issue. Because there is no funding, it Page 7

I wanted to make. I just want to agree with Jerry, the

no viable alternative. I think that there has been more

3 than plenty of time for somebody to come forward with

something with some actual substance to it. We keep

5 hearing about the -- that sort of elusive thing that

6 somehow is going to appear out of nowhere and is going

to save us and guarantee \$13.5 billion in cash, with no

8 risk whatsoever of anything; and I think that's just 9

crazy. It blows me away that if anyone could on one hand or one side of their mouth say the plan that we're

10 11 supporting is a risky plan because of the potential

12 stock fluctuation compared to the risk of a plan that is

13 not even substantiated. I mean, that's insane to -- to

14 somehow feel that it's less risky to go into an unknown,

15 complete unknown that's not supported in anyway. I am 16 going to give them every opportunity to do that. It's

17 just not there.

> What we're hearing is that people want -they want us to be able to assert leverage by not

20 voting -- or not voting right away. And then that 21 doesn't even make any sense, if you think about it.

22 What kind of a negotiation position is that, to tell

23 people that we're going to wait until the last minute

24 and then vote yes, anyway. That's not leverage. So it

25 doesn't even make any sense. We are working toward

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really is not a viable plan. And, again, please don't take our word for it. Please look at the document directly and draw your own conclusions.

So, just in a summary, we are supporting the current plan. We're recommending that all our clients vote in favor of it because we believe it will get everyone compensated fairly and quickly. The alternative, in terms of what will happen if this plan is not approved, is the contingency plan that has been approved by the bankruptcy court, and that calls for PG&E to be sold off piece by piece in a process that would take several years. We don't think that's in any of the victims' interests, and that's why we're not supporting that.

Thanks, Mikal.

MR. WATTS: Appreciate you being on.

Jim Frantz.

You know, I think you're muted, buddy.

Yeah, I tell you what, let's skip over

Jim. I will work on his audio.

21 Joe, are you on the line?

2.2 MR. EARLEY: Sure am.

23 MR. WATTS: Go ahead.

24 MR. EARLEY: Yeah, thanks, Mikal, for

keeping these things going like this. Couple of points

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better concessions, but those don't have to be forced,

though. This leverage thing is crazy. The only

3 leverage is to vote no. If you want -- and if somebody

votes no, then they're voting for a heck of a lot more

risk than the plan that we have actually on the table.

Hopefully, they'll think about that.

The other thing that is bothering me that I -- that I'm hearing over and over, some people are making this assumption that somehow when -- when this plan gets -- gets confirmed and the settlement approved, that the -- and the money gets dumped into the trust, that somehow the trustees are going to -- they're going to cut a check for all the lawyers and the lawyers are going to go on -- as people are saying, move on to other projects. Well, that's insane. The work hasn't even begun yet. We've done a lot, but there's -- all these claims have to be worked out. That's what lawyers get paid for, and they get paid only when those clients get paid in their recovery.

So keep that in mind, and don't fall for these misstatements, mistruths, and flat-out lies that are being spread around. It's really kind of annoying. People do not understand that we as lawyers have fiduciary relation- -- relationships with our clients where we have to treat them fairly and -- not -- we

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Page 9 Page 11

lly bankruptcy was filed, and we believe we have the best

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don't favor ourselves. And it's really -- it's really annoying to hear that over and over. So, yeah, I'm a little bit -- I'm a little bit annoyed by some of this.

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But, bottom line, we don't have an alternative plan. We've got to go with this plan, and it's a good one. So you'll see as time goes on. And I -- I appreciate -- I appreciate all the people who have been supporting -- supporting our position, because I think it's going to be the right -- the right solution.

Thank you very much, Mikal.

MR. WATTS: Thanks, Joe. And, to be

clear, you know, there are two sides to this. We want to address the concerns. We want to get information out there. We want people to vote because they feel like they've been fully informed and not until they're fully

informed. Part of that is having these telephonic townhalls. Part of that is putting as much information as

we can possibly put on www.firesettlementfacts.com. If
 you're clients of Watts Guerra, feel free to e-mail us

your questions at, if you're in the Camp area,

22 chico@wattsguerra.com, if you're in the North Bay Fires,

santarosa@wattsguerra.com. If you're the client of one

of the other four or five law firms on this deal, you

25 know your client. You know your lawyers. Call them.

bankruptcy was filed, and we believe we have the best plan that we could ever get right now. There are no other options on the table. As Jerry said, as Mikal have said, and others have said, we have the only option available in order to get fire victims indemnified for all their losses in the case.

So the main message I have for you today is there are no other options on the table. This is --some people say this is not perfect. I believe it is about as perfect as we can get it to be at this point in time. And if everything goes well, according to schedule, there will be money in the trust in August of this year.

So I think that if you have any questions, all my clients should e-mail us at wildfires@frantzlawgroup.com or call our number 855-735-5945. But we wholeheartedly endorse the current bankruptcy plan that is to be approved in June. And I think that, you know, as I said and as Jerry said, there are other options that were out there; but they're not plans. They're contests, ideas. They hold -- they do not hold any water. They're not approved. And this -- this is the only viable plan there is.

Thank you very much.

MR. WATTS: Thank you, Jim.

Page 10

more. 1 So now I want to introduc

1 We will get the information, but I'll commit one more.

2 We've kind of got an internal distribution list where

3 when one of us gets a question, we pass it along to the

4 others so that everybody can get those questions

5 answered. And what I do is sometime tomorrow I'll take

all the questions that we did, and I'll videotape the answers that are discussed today and put it on the website so that the people that aren't on this call can

also get access to that.

So let's keep going with the different lawyers.

Jim, did we get your audio worked out where you can talk to the folks?

where you can talk to the folks?

MR. FRANTZ: How is that, better?

MR. WATTS: Yeah, go ahead, sir.

MR. FRANTZ: Okay. Thank you very much,

17 Mikal.

As I was saying, I'm privileged to be working alongside such great lawyers. Our group has the majority of the cases that are being handled in the litigation against PG&E. I respect the opinions very

litigation against PG&E. I respect the opinions very
 much of all these lawyers that we're working with. And

we also have significant fire litigation experience.
 We've been working on this case since October 2017. We

have looked at all of the available options after the

So now I want to introduce Robert Bryson.

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Again, he's the managing partner of the Robins Cloud law
 firm. My friend, Bill Robins, originally from Texas,

had the good sense to move to California about a decade

ago and runs a prominent firm in the southern part of the state. So, Robert, why don't you tell us what your

firm's -- what your thoughts are.

MR. BRYSON: Well, first off, Mikal, thank you for having us and Robins Cloud, in particular, and I want to thank all of our clients that take the time out of their afternoon to participate in this call, because, obviously, this is a very important decision that folks are having to make. And at the risk of duplicating some of my smarter colleagues' comments here on the line, I'm going to keep it very simple and short, to the point.

No. 1, this is the plan. There is no other plan. There has been some discussion that if this plan is voted down, we could be lucky to see an alternative in two years. That means a plan that could be voted on in two years. For most folks, everyone on the line, they understand that that is just not acceptable. That would be doubling the time that people have been waiting to be compensated for the tragic losses that everyone has sustained in this.

And so this is the plan and it is the best

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plan and has been developed by a number of very smart

people, many of whom are on this line. And two points:

victims to be compensated, and, two, to be compensated

One, this provides the best opportunity for all wildfire

in the most timely fashion possible, which hopefully

would happen in the early part of next year, if all goes

I'm -- I'm looking forward to having the opportunity to

participate in the future. And thank my clients for

us at -- there are three different lines, but I'm going

to give you our primary line. That's 310-929-4200.

addresses. Call us at that number. Calls are being

depending upon the volume that we receive.

last, but not least, is my oldest friend in this

So thanks again, gentlemen.

forwarded, and we will respond as quickly as we can,

project. Roy Miller is a fine lawyer from Santa Rosa

in the North Bay Fires, and he has worked diligently for

well over two years on behalf of our mutual clients.

MR. WATTS: Thank you, Robert. Hey, so

whose home was burned down. He agreed to be our partner

310-929-4200. You should have all of my team's e-mail

So, again, thank you for having me on, and

We are available, as always, you can call

questions and the answers, just make clear one thing.

2 So different law firms represent different clients. I 3 think it helps all of our clients to work together, and

4 so we're coordinating our efforts. But to be clear,

5 we're not holding these town halls so that you can call

6 one law firm and say, I'd rather go with the other guy,

or switch to a firm like that. It's nobody's desire

8 here for a Jerry Singleton client to become a Mikal

9 Watts client or a Jerry Singleton client to become a

10 Rich Bridgford client or a Jim Frantz client to become

11 a, you know, Robert Bryson client. We're working together. But please take the individual advice of the

12 13 law firm that you chose to hire. If anybody -- this

14 happened a couple weeks ago when we first did this. Oh,

15 I'm with so-and-so and I'd rather be with you. We're

16 not -- we're not doing that to each other. I have

17 utmost confidence of everybody on this line that we are

18 all prolifically giving the information to our client.

19 We just figured out that as opposed to doing it six 20 different ways among six different law firms, that we

all coordinate and do it more efficiently. That's what

22 we're trying to do.

> So what I'd like to do now is to take you through the events of the last week. One of the strengths of these weekly calls is we're trying very

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Roy, give us your perspective.

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being on the line.

MR. MILLER: Thanks, Mikal, and good afternoon, everyone. I know that there has been an absolute deluge of information, because I'm getting quite a few calls about that and e-mails. Keep the calls and e-mails coming for those of you who are clients of mine and have questions about what this deal means to each of you. The bottom line here is that the deal was negotiated by many of the people that are on this call, and this deal is going to ensure that all of us, including my family, are paid sooner. That is just flat-out the only option that will pay us sooner, is

There have been a lot of things floating around the internet, around Facebook, and we're going to be addressing them today head on, because you guys need to all the information at your fingertips. I'm recommending and have already voted for this plan, as has my family. But this is your vote and your choice. And make sure that you have the information you feel you need to make the choice that's best for your family. I'm looking forward to helping answer your questions. Thank you, Mikal. MR. WATTS: Thank you.

Hey, I just want to, before we get to the

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diligently to avoid repeating the same thing over and over again. So I think that next week's call will be different from last week's call, which was different from last week's call. So let me just kind of tell you what happened during the five days that preceded this

So Monday, April the 20th, the CPUC came out with a very important order. There's an administrative law rule -- ruling of Judge Peter D. Allen, and the bottom line is is he approved, with certain conditions and modifications, the reorganization plan pursuant to the requirements of assembly bill AB-1054. So, basically, in order for the company to emerge from bankruptcy and have access to this 20.5-billion-dollar fund, the CPUC has to certify that the plan of reorganization meets assembly bill AB-1054. So the administrative law judge ruling came out, and the bottom line is it meets it.

What's some of the background. CPUC said a key requirement of PG&E is to provide compensation to wildfire victims as part of any plan for reorganization of the Chapter 11 case to allow the debtors to exit bankruptcy. On Page 3 of this order one of the criteria that PG&E must satisfy to participate in the fund is that its insolvency proceeding, i.e., its bankruptcy,

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must be resolved pursuant to a plan or similar document

- not subject to a stay by no later than June 30, 2020.
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- 3 If you want to look at that, go to the Public Utilities
- 4 Code, Section 3292(b). The CPUC preliminary order on
- 5 Page 4 says, in order for PG&E to meet the deadline for
- 6 resolution of its bankruptcy proceeding, the Commission
- 7 must make these determinations before June 30, 2020.
- 8 This is a short deadline and required the Commission to
 - follow an aggressive schedule in this proceeding.

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10 Now, just let me stop there for a second.

- 11 Do not believe that if this plan is voted down, that in the course of 15 days somehow there's going to be a new
- 12 13 plan that can get through the CPUC in time for AB-1054.
- 14 It is a chronological impossibility. So the CPUC did
- 15
- everything it could to go through its process with 16
- respect to the plan that you're voting on, and they 17 said, hey, we had to pursue an aggressive schedule.
- 18 They noted that one party, Will Abrams, argued that the
- 19 Commission should not feel bound by the deadline set in
- 20 AB-1054. It should not take as much -- and should take
- 21 as much time as it deems necessary on the grounds that
- 22 the deadline is a deadline for PG&E and not the
- 23 Commission. Respectfully, I know Will Abrams. I like
- 24 him. But I respectfully disagree with him and so did
- 25 the CPUC. This is not a deadline for PG&E and not the

Renewables Portfolio Standard Program and other procurement requirements from the State.

No. 6, the Commission has determined that the reorganization plan is neutral on average to the ratepayers of PG&E. That is critical. This is not a plan that's going to be passed along to the ratepayers with jacked-up rates. That's what the Governor was able to achieve. And then CPUC just said on average it's neutral to the ratepayers of PG&E.

Finding of Fact No. 7, the Commission has determined that the reorganization plan recognizes the contribution of the ratepayers, if any.

No. 8, PG&E's established an executive compensation structure bringing new or amended contracts for executive officers with the additional required imposed by ACR proposal No. 9.

Finding of Fact No. 9, some of the issues raised in this proceeding are more appropriately addressed in I.15-08-019. These are other administrative proceedings, and so they're on all these

No. 10, CPUC says some of the proposals made in this proceeding will require additional analysis, development, and refinement prior to implementation.

Page 18

- Commission. It's a deadline for us as well. None of 1
- 2 the funding that pays you to resolve all your claims
- 3 will be there if the CPUC doesn't approve this, which it
- 4 looks like they're going to. The CPUC on Page 11 of
- 5 this order said it's clear that the intent of the
- 6 legislature was to strongly incentivize resolution of
 - PG&E's bankruptcy and related Commission approval by June 30, 2020.

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So they did a series of findings of fact. This is a little -- a little too much detail, but I want you to have it. Finding of Fact No. 1, this is on Page 100 of this order from the CPUC. No. 1, PG&E's reorganization plan and other documents are acceptable, in light of PG&E's safety history.

No. 2, PG&E's reorganization plan is acceptable in light of PG&E's criminal probation.

No. 3, PG&E's reorganization plan is acceptable in light of PG&E's recent financial condition.

No. 4, PG&E's reorganization plan is acceptable in light of other factors deemed relevant by the Commission.

No. 5, the Commission has determined that the reorganization plan is consistent with the State's climate goals, as required pursuant to the California

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No. 11, the Commission may have or may institute investigations or proceedings against the debtor for their conduct prior to the plan, including, but not limited to the Kincade Fire.

No. 12, regional restructuring of PG&E has the potential to improve safety and the responsiveness to local communities. So the PUC is saying, hey, by approving this plan, we can get the benefits of this customer-owned utility idea passed through regional restructuring that will require it.

Finding of Fact No. 13, and this is important for stopping future fires, an enhanced oversight and enforcement process for PG&E will add clarity and certainty to the Commission's processes for monitoring and enforcing PG&E's safety performance.

Finding of Fact No. 14 from the CPUC, PG&E's reorganization plan calls for PG&E to issue long-term and short-term debt.

No. 15, the commission incurred fees and expenses for its outside counsel and financial adviser for services rendered during the Chapter 11. In other words, they're not guessing. They did the same thing that the Tort Claimants Committee did. They did the same thing that we on behalf of the victims did, and that is they turned to experts, outside counsel on

5 (Pages 17 to 20)

Page 21 Page 23 financial conclusions. 1 adviser for services rendered. That's good. 2 2 So what does all this mean? Well, the No. 9, neither this decision nor the 3 3 CPUC through this administrative law judge has reorganization plan of getting out of bankruptcy 4 4 preliminarily put out conclusions of law. There are modifies this condition, authority, or jurisdiction. 5 5 nine of them. No. 1, PG&E's reorganization plan So all that is a very long way of saying, 6 6 complies with the requirements of Public Utilities Code, bottom line, we approve it complies with AB-1054. And 7 7 Section 3292(b)(1). That means it's AB-1054 compliant. there is an order that I can go through with respect to 8 8 This is voted on by the Commission, which it will be and the details, but I think you got the flavor of it. 9 9 passed. It means that all you have to do is vote yes, The second thing that happened is that a 10 and PG&E and San Diego Power & Electric and Con Edison 10 lot of people were asking that what are the risks that 11 11 have access to a 20.5-billion-dollar pool, risk-sharing fire survivors will have to pay the CPUC's \$200 million 12 12 pool, to protect against the financial structure that fine against PG&E. 13 13 could be caused by future fire. Now, on Monday, April the 20th, we had 14 14 No. 2, and this is important, PG&E's another really good piece of news out of the CPUC. 15 executive compensation plan as modified by ACR proposal 15 There is a decision concerning the penalties, and those 16 16 penalties no longer come out of the fire victims' No. 9 conditionally satisfied the requirements of Public 17 17 Utilities Code Section 8389(e)(6)(C). That means that 13.5-billion-dollar fund. Why? With this order it 18 the CPUC has signed off on what they're going to be 18 says, With the modifications to the settlement 19 19 agreement, this decision imposes a total of paying their executives. 20 20 No. 3, investigation 15-08-019 should \$2.137 billion in penalties against PG&E. Why do they 21 21 remain open. This is a CPUC risk assessment and safety not come out of our fund, when -- when the document says 2.2 22 advisory investigation, which is good, because you have funds and penalties? Here's why: 1.823 billion is 23 23 continuing diligence with respect to how to prevent this disallowed for wildfire-related expenditures, which is 24 24 an increase of \$198 million under the proposed 25 25 No. 4, it's real clear that as to other settlement agreement. So they're saying you can't pass Page 22 Page 24 1 Commission investigations and proceedings, including, 1 that along to the ratepayer. 2 but not limited to potential investigation involving the 2 \$114 million, this is an enhancement 3 Kincade Fire, nothing about this confirmation is going 3 initiative. This is the grid hardening. So part of the 4 to shed off any liability from PG&E and those 4 fight is you got to spend more money on grid hardening 5 liabilities shall not be discharged, waived, or 5 and corrective actions. This is an increase of 6 6 \$64 million from the proposed settlement agreement. So 7 Conclusion of Law No. 5 from the CPUC's 7 even though they had a deal with PG&E, they're refining 8 administrative law judge: Regional restructuring of 8 it, they're making them do more grid hardening, which is 9 9 PG&E should be initiated. Critical, critical. good. 10 No. 6, an enhanced oversight and 10 And then the third thing is, "A 11 enforcement process for PG&E should be adopted. Also 11 \$200 million fine payable to the General Fund, which 12 critical. 12 shall be permanently suspended." Now, that's the one 13 No. 7, PG&E should be granted 13 that was causing them problems because fines and 14 authorization to issue long-term and short-term debt 14 penalties says, according to the deal that was struck 15 consistent with its plan of reorganization. Now, mind 15 way back when with the bondholders that PG&E matched, 16 you, that plan of reorganization and the debt issuance 16 fines and penalties come out of the 13.5. Well, that 17 was all negotiated with Governor Newsom's office, 17 wasn't going to work, right? So PG&E appealed this. We 18 because he wanted it to be rate neutral. He wanted to 18 joined them in complaining about it. And the 19 force the company to accelerate expenditures and grid 19 administrative law judge said, you know what, that fine 2.0 hardening to prevent this from happening. So this is 20 should be permanently suspended. 21 all good work by the Governor's Office and approved by 21 In addition, any tax savings associated 22 the CPUC. 22 with shareholder obligations for operating expenses 23 23 Conclusion of Law No. 8, PG&E should under the settlement agreement are to be returned for

6 (Pages 21 to 24)

the benefit of the ratepayers. That's big.

On Page 33, all of these things are set

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reimburse the Commission for the fees and expenses

incurred by it and its outside counsel and financial

forth to say, in effect, any benefits get returned to the ratepayer, which is good.

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Page 39, it talks about, again, of the 462 million, 198 million goes directly to future wildfire mitigation expenses, and they got to do it within four years of the effective date of the settlement. In other words, they can't string it out.

Page 49, and here's -- this is the important thing for fire victims. This is where we give you guys a lot of credit. We asked you to trust us when we said, hey, we know that this is in there, but we're going to negotiate with FEMA \$3.9 billion is now subordinate. We're going to negotiate with Cal OES 2 point, you know, whatever billion dollars has now been eliminated, 2.4 billion. And we asked you to give us some time on the CPUC thing, this \$200 million.

And here's what the preliminary ruling of the CPUC says. On Page 49 -- you can look at it yourself; don't take my word for it. The Commission does not find it appropriate for this fine to be included in the Fire Victims Trust because the fine is dissimilar in nature to the claims of the wildfire victims and should not compete with those claims. Commissioner Rechtschaffen's request for review proposed the Commission impose the 200 million-dollar fine

victims having to pay the CPUC fine, I'm telling you, it doesn't look like that's going to happen, and you will know conclusively on May the 7th.

Page 27

Now, another thing that happened and that is a gentleman by the name of Will Abrams, a lot of you know who he is, Mr. Singleton and I participated, at his invitation, on a Facebook Live request. He's probably on this call, and he's certainly invited to it. He decided to go ahead and file a motion, taking a shot at me. That's okay.

But let me tell you what the Court thought about this. At 8:55 in the morning, on Monday, he filed a request for order shortening the time on the motion. That's Document No. 6798. 20 minutes later, at 9:16, he said, hey, Judge, I want you to consider William B. Abrams Motion to Designate Improperly Solicited Votes Pursuant to 11 U.S.C. Section 1125(B), Section 1126(E) and Bankruptcy Rule 2019. That is Document 6799.

So within three hours I filed a preliminary opposition to William B. Abrams' Motion to Designate Improperly Solicited Votes. And that's -- my document is Document No. 6799. What I didn't know is ten minutes before I got mine on file, the Judge had already filed an order denying Abrams' motion to shorten the time. That was entered at 11:59 in the morning on

Page 26

without any restriction as to the source of funds but permanently suspend the fine due to, open quote, the unique situation of PG&E's bankruptcy, its indebtedness to hundreds of wildfire claimants for loss of life and property and the current upheaval in the financial markets, close quotes. The Settling Parties, meaning the company, have indicated they do not oppose the modification to the original agreement.

So the Commission, on Page 73 pursuant to this preliminary order, finds that the 200-million-dollar fine should not be imposed for the reasons set forth in the POD. However, in view of the unique -- I'm sorry, should be imposed for the reasons set forth in the POD. However, in view of the unique circumstances of PG&E's pending bankruptcy, the POD has been revised to permanently suspend the fine.

Then on Page 80, just to make it clear, the CPUC proposed order says, The proposed settlement in this proceeding is approved with the following modification. One of them is \$200 million shall be in the form of fine payable to the General Fund, quote, which shall be permanently suspended, close quote. The five-member commission will vote on adopting this order during its meeting on May 7, 2020.

So everybody who's worried about the fire

Page 28

the very morning it was filed. That's Document No. 6800.

So what did our response say? Basically, they're saying, hey, the Watts Guerra firm put ads in the paper in the Santa Rosa Press Democrat and the Chico Enterprise-Record on March the 31st. That's before all the disclosure statements had been delivered to the clients. Well, that's not true. We knew when they were going out. We specifically checked with the company to make sure they were going out on March 31st. We digitally delivered them via text and e-mail on March 31st with the ballot, thereby meeting the requirements of 11 U.S.C. Section 1125(b).

With respect to 1126(e), that's a provision that says that the Court may designate any entities whose acceptance or rejection of such plan was not solicited or procured in good faith. In our response we told the Judge about our 24 in-person town hall meetings that I had with the clients and Chico in Santa Rosa, our quarterly update letters for the last couple of years, more recently our weekly e-mail updates, and more recent than that, once the coronavirus started, our ten telephonic town halls that have already taken place on March 21, March 26, March 31st, April 4, April 11, April 18, and here we are on April 25th, and

7 (Pages 25 to 28)

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our plan to do so again on May 2nd, 9th, and 15th.

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We told the Court, go to our website www.firesettlementfacts.com. You look at all the information on there. We're asking our clients to do it. We'd love the Judge to look at it as well.

Go to the fact that Mr. Singleton and I participated in a Facebook Live debate with Will Abrams, who is, as far as I can tell, being paid to oppose this plan, and lawyers Bonnie Kane and Fran Scarpulla, who represented former members of the TCC who resigned. I told the Court that we have recordings and transcripts with respect to that, so that if somebody wants to litigate with the old disclosure and solicitation and procurement of votes, we have the record ready to go.

And then, lastly, Bankruptcy Rule 2019. The Court has not entered an order requiring private council not on the Tort Claims Committee to make disclosures pursuant to this rule, and a reading of the rule should gusset -- probably doesn't even apply to private counsel representing individual fire victims. Watts Guerra is not a group or committee from which disclosure under Bankruptcy Rule 2019(c)(1)(A) is required. With respect to the required disclosure under Bankruptcy Rule 2019(c)(1)(B), each fire survivor's notice of claim filed by this Court amended bar date of under Rule 2019(e)(3), because we've already made these disclosures, and a lot of them were discussed. We've already disclosed to our clients and to others the communication in this case with assignees of portions of the credit facility and consequent communications, the principals of both the debt and the equity.

Page 31

Page 32

Specifically, I conducted a town hall to our clients in Chico on December the 12th of 2019 and in Santa Rosa later the same day. We filmed it. We sent a link of that film to all of our clients with an e-mail and a letter shortly thereafter providing the video of those town hall meetings. We told the Judge our link to the PowerPoint and set forth the nature of the disclosure I made in Santa Rosa on December the 12th. It was provided. We gave him specific Slides 53 through 80. Did it again with respect to the Chico meeting on the same day, and made it clear that a transcript of that meeting is available as well.

So that was our big, long response filed less than two and a half hours after Mr. Abrams did what he did. The Court denied his motion to shorten the time. He didn't follow rule -- Bankruptcy Rule 9006-1. And the Court said, quote, In fact, it appears that Abrams is, once again, renewing his oft-repeated request to delay the voting by the fire victims until he is

Page 30

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December 31 sets forth the name of the law firm representing each of the survivors. So that meets the

With respect to the disclosure requirement of Bankruptcy Rule 2019(c)(2)(B), Watts Guerra has no disclosable economic interest in relation to the debtor and no economic interest that is affected by the value, acquisition, or disposition of a claim or interest as defined by Bankruptcy Rule 2019(a)(1)(A).

With respect to the disclosure required under Bankruptcy Rule 2019(c)(2)(C), Watts Guerra is not a member of a committee or a group that claims to represent any entity. Rather, Watts Guerra represents individual clients alone as single creditors not with some official committee.

Second to last, with respect to the disclosure required under Bankruptcy Rule 2019(c)(3), Watts Guerra is neither a creditor nor an equity security holder represented by an entity, group or committee.

So while Watts Guerra does not see how Bankruptcy Rule 2019 applies to it, since it only represents single creditors for purposes of the Rule, we invited the Court, should the Court disagree, we're happy to make such a disclosure if the Court wants us to satisfied that enough information is available to him.

2 The Court has dealt with this issue more than enough. 3 The ex parte request is denied, close quote.

Well, that was Monday. The bottom line is that we had a good day on Monday, the plan had a good day on Monday, and people kept voting for it overwhelmingly.

On Tuesday a new thing happened, and this is really good for the fire victims. Judge Montali issued an order regarding Rule 2004 applications filed by the TCC. For those of you that like to go to the website of the Court, it's Document No. 6866, Case No. 19-30088. The Court said the TCC issued approximately a hundred subpoenas to certain vendors that PG&E relied on to complete much of its vegetation and asset management, which may have contributed to the fires at issue in the bankruptcy case. The Court said on Page 2, the debtors have previously agreed to assign their claims against these vendors to the TCC as part of a mediated settlement when their plan of reorganization becomes effective.

The vendors, tree trimmers sought to quash those subpoenas. The Court said, for the reasons set forth below, I'm going to allow the TCC to get those subpoenas pursuant to Rule 2004. The Court disagrees

8 (Pages 29 to 32)

that it's premature. The TCC is seeking to determine defenses with respect to statute of limitations with respect to these claims, and, in light of that, the Court will not vacate the orders granting the initial Rule 2004 applications.

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That's all legalese that our lawsuits that we're preparing against the tree trimmers, against the consultants, against the D&O coverage for the former executives of PG&E are all getting prepared. And my good friend Bob Julian, who is the TCC bankruptcy lawyer, I'm telling you, he's got an army of lawyers at BakerHostetler, they're getting ready to go try to grow the pie of the funds. That's what happened on Tuesday, also a good day.

Now, a lot of you read on Wednesday, April 22nd, that the CEO of PG&E resigned or retired, Bill Johnson. Said he joined the company to get it out of bankruptcy and to stabilize operations. By the end of June, I expect that both of those will have been met.

I want to tell you a little bit about the guy that's going to come in and take his place. This gentleman's name is William Smith. He was not here when the fires happened. He just joined PG&E's board last year. He is going to serve as the interim chief executive until a permanent replacement is found. Based

need to know about this guy. If Ed Whitacre decided to bring him on board, he's for real.

His AT&T website said he was responsible for all the technical space planning, hardware planning, engineering, computing storage, customer care, and network operations, including integrated IT command and control functions, which is key to mitigating the risk of future wildfires. This is a clunky, you know, company that's got technology that needs to be dramatically improved so that the command and control functions can be run with high-tech equipment. He supervised a team of over 100,000 employees. Who worked on business service and infrastructure, technology operations, planning, and engineering.

And so the bottom line is that, in my view, the company found the right guy, and they're going to consider him for the role on a permanent basis. So from the fire victims' perspective, he's not somebody that was here when this company did all the things that led it to be, you know, a criminal felon. He's got a high technology expertise, which this company grossly needs.

So the bottom line is is that, remember, that as part of the plan to exit bankruptcy, the company ceded to the demand by Governor Gavin Newsom that it

Page 34

on what I've read about him, I can say that I wouldn't count on it, but I can say it's highly likely he is going to be the permanent replacement. This gentleman is a former AT&T executive. Bill was always viewed as an interim CEO for the bankruptcy process, which is very normal. But what the equity is trying to do and the company needs is to transition the utility into a more technologically advanced company. Bill Smith was the president of AT&T technology operations, and they think he can really be a change agent here.

It turns out that there is a little link
here to where I'm from in San Antonio. After the big
monopoly trial of AT&T in the '80s, it got busted up and
put into all these different small Bell corporations. A
legend in American business, Ed Whitacre took over
Southwestern Bell, which was based in San Antonio where
I'm from. Over the course of the next ten years he
bought Pacific Telesis, FNET, Comcast Cellular,
Ameritek, AT&T Corporation, and then Bell South, and the
company was renamed to AT&T.
When they bought Bell South, half of the

When they bought Bell South, half of the companies went -- I mean, half of the executives went to AT&T. Whitacre went to Atlanta and personally interviewed them all. He chose a bunch of Bell South executives, including Bill Smith, which tells me all I

Page 36

Page 35

would replace the board of directors. He's got a lot of say. He signed off on this fellow.

Now, the other thing that happened on Wednesday, Jason Meek and Helen Sedwick organized a Facebook webinar entitled "Nuts & Bolts: Discussion of the PG&E Plan of Reorganization."

On Thursday, I can't tell you what's happening here, but there are more things being worked on in a mediation process being led by Judge Randall Newsome. On Thursday that mediation process was signed and the parties are diligently working, continue to work on this.

On Friday the Tort Claims Committee filed its response opposing Will Abrams' motion. There is a lawyer out in -- well, there is a lawyer by the name of Fran Scarpulla with whom I debated that filed an objection with the TCC, I think is going to respond to it. I'll tell you about that next week.

So that's kind of what all happened in the last week. So let me go to Phase 2 and let these other guys in.

We're going to spend the next hour or so answering questions that have been submitted to us over the last week or so, and then we'll answer your questions live. Push/press star 3, and you can ask a

9 (Pages 33 to 36)

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question after we answer the questions we've already

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And let me just say one other thing. You're getting information in a call that has inside information. Now, there is nothing wrong with me sharing information with my clients, but it's material, nonpublic information. I'm not an SEC expert, but if you take this information and trade in this stock, you can get in a lot of trouble for what's called insider trading. So, please, take this information as a client so that you can educate yourself as to how to vote, but don't take this information and go start trading the stock. You're going to put yourself in a situation.

Okay. So I'm going to take over and start answering the questions.

Joe Earley, the first one is for you. Dennis actually sent an e-mail to Erin Brockovich early in April, asking, hey, do you still stand by your support of this legal team that includes Watts and Earley and these other guys? We went with that team based on your statements. Do you have any comment? Joe, can you give the folks an idea of what Erin has been saying lately?

MR. EARLEY: Yes, I can. When I read -- I don't think I read that one, but there was another --

with her earlier settlements with PG&E. Right at the end people started getting -- not thinking there's going to be enough money or having whatever concerns were getting spread around.

And she was almost in tears when she was explaining to me how she got that phone call from a person that she told, take the settlement, you need to do this, you need to make your claim, you need to do everything you got to do because once it's over, it's over. And, sure enough, they bailed, and afterwards they ended up with cancer. Those kind of stories are really tragic. I see some similarities here, that if we screw up the beautiful, imperfect, but beautiful settlement that is there, then that's what's going to happen. There is going to be a lot of people who are going to really, really be hurting because of that.

So, anyway, Erin is happy to be onboard with us, and appreciate the question allowing me to clear that up for her. We'll be hearing from her next week or so. So I'm looking forward with that coming out of her own mouth, because she is an amazing person, and she's completely committed to -- to trust victims. Thanks.

MR. WATTS: Yeah, you know, Dennis, in answer to your question, don't rely on me and Joe.

Page 38

someone else had mentioned something about that, sort of questioning the -- kind of the integrity of our group, and that Erin being aligned with us, as she is. So I gave her a call right away, and said that's insane, she completely supports this. She understands that we're after what everyone else is after, which is a decent recovery and as efficiently as we can. She's behind us 100 percent. Her only concern was the allegations that people felt that were being -- some of our clients were being rushed.

And so when she understood the explanation for that, that there is a -- she knows because she hears from these people as well, how desperate they are to get moving forward. So with a group the size that we're dealing with, it's essential that they be dealt with right away, and we try to get everyone's voice heard. And that six weeks seems like a long time, but it's not. And so she understood that, and she's behind us absolutely 100 percent. She understands this is the way

What really struck me is she said this same kind of thing that's last minute. People getting upset and coming up with these reasons to be unsure of the settlement. She said, that's old news. She's been there before. That same thing, she explained, happened Page 40

Page 39

Listen to what Erin said herself. She wrote an opinion

editorial piece from San Francisco Chronicle on April

3 the 2nd. Part of what she said is, So why do I advocate

4 that wildfire victims accept the 13.5-billion-dollar

5 settlement? And she says, Because it's one of the

6 largest settlements in history, providing the money

needed to rebuild your homes and our communities now.

8 Because there is no other deal available, because the

9 owners, directors and officers of the old company are

10 gone, because the new company is now compelled to safely

11 deliver electricity to the good people of California, 12

fire victims should vote yes to accept this settlement

and rebuild now, close quote.

That's what she said on April the 2nd. But because of Dennis' question, is Erin still for this deal, I called her up and I said, hey, will you be on our next telephonic town hall meeting next Saturday, May the 2nd, so the people can hear directly from you that you recommend this deal and you still support this legal team? She said, absolutely. So count on Erin Brockovich being on our next town hall meeting next Saturday, May the 2 nd, at 12:00 p.m. Pacific time.

Okay. Next question is from Adrian, who asked, when will the stock be liquidated by the trust? Jim Frantz, can you handle that for us?

10 (Pages 37 to 40)

MR. FRANTZ: Okay. So the short answer is we do not know precisely when the stock will be sold. The stock will be funded based on the effective date shortly after coming out of bankruptcy, and then the stock will go to the trustee, then the trustee will use investment banking professionals like Houlihan Lokey or RBC, some of the best, to advise them on selling the stock.

Obviously, if you sell several hundred million shares in one day, the stock will tank in its value. So that we'll have the Wall Street experts advise when to sell. The trustee does not have to liquidate the stock immediately, if there is lots of cash on hand.

There will also be a shareholder rights agreement negotiated this week, and this agreement takes place -- how soon or the amounts of stock which can be sold so to prevent devaluation of the stock.

So, to my estimate and the estimate of many other professionals, the stock will be held for at least 180 days and then liquidated in early 2021, as needed to pay claims.

MR. WATTS: All right, thanks.

Next question, will there be financial specialists helping to determine the best time to sell

months, that the stock that we're going to receive in

the PG&E bankruptcy is in a new company; and it's not

3 going to be saddled with all the claims we're making,

4 the insurance companies are making, that FEMA and the

5 State are making. And if we exit -- and this is the

major risk in not getting this plan confirmed. If we

exit by June 30th, PG&E will obtain the money from

8 AB-1054 which is required to remediate future fires. So 9 what we're really engaged here, ladies and gentlemen, is

a great crusade to make California a much safer and better place.

You know, turning to the -- the question which you just asked me, I'll let you repeat it so the people on the line know what I'm answering.

MR. WATTS: Will there be financial specialists helping to determine when the best time to sell the stock is?

MR. BRIDGFORD: Yes, there will be financial specialists. We actually did very well on this. The trust has hired Houlihan Lokey, a global independent investment bank, while the Tort Claimants Committee has hired Mark Cohen of Royal Bank of Canada. And we are in the process of negotiating a shareholders' rights agreement with PG&E's investment banks, which are Goldman Sachs and JPMorgan. We expect that both

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1 the stock?

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Rich, you're kind of our stock guru. Can you answer that one?

MR. BRIDGFORD: Hey, good morning. I almost thought you forgot about me. I just personally want to say hello to our clients. I'm Rich Bridgford. I work with Jim Frantz, who you just heard from, and Pat McNicholas. We have a three-firm team. And it's a privilege to work with you and other attorneys and, more importantly, a privilege to work with the clients that we represent in this case as it nears what is hoped for making you whole and getting paid.

You know, it's time to hold PG&E accountable, and I think we're going to do that. And I want to emphasize, nobody's — nobody's trying to railroad any of you into voting for this plan. It's your vote. But I'm going to predict, based on what I'm hearing, that the victims of these fires are very intelligent people, and they're going to confirm the plan that we have before us. A lot has been said about how this is the only plan, that the bondholder plan and the community plan are elusory. But I just want to emphasize for you first why I think this is a good plan.

You have to realize, as you look at the PG&E stock here, as it's traded over the last few

Houlihan and RBC will advise the trust as to the best time to liquidate the stock and in what amount.

Again, I want to emphasize, folks, the stock has been loosely construed to be worth 6.75 billion. It could be worth more. It could be worth less. But later I'll touch on all the reasons why I think it's a very good deal for us going forward.

Thanks, Mikal.

MR. WATTS: Thank you, Rich. And I apologize for skipping over you during the introduction. Rich Bridgford has been a key part of this team getting the information out. So thanks for he awesome (inaudible) for it.

And while I messed up not introducing Rich, I also messed up in depriving Elliot. Bottom line is they represent a whole bunch of Camp Fire victims, over a thousand. But he asked me to point out that they also represent thousands of other folks in the North Bay Fire, the Butte Fire, as well as down in Southern California with the Thomas and Woolsey Fire. So it's inaccurate for me to say that they were focused on the Camp litigation. Bottom line is Elliot is one of the premier experts in fire litigation in this state. We're glad that he's participating in these calls as well.

Okay. So, Robert Bryson, first question

11 (Pages 41 to 44)

for you, why are Trotter and Yanni getting paid so much to run and administer the trust?

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MR. BRYSON: Well, thank you, Mikal. This is an important question. Unfortunately, for those on the phone, it requires a six-part answer, which I will try to deliver as concisely as possible. But the first point to recognize is while the moneys that have been allotted and paid for the administrators, Justice Trotter, who is a retired California public court jurist and whom I have personally tried cases in front of and found him to be an exemplary Judge, and Ms. Yanni, their 19 — the allotted amount of money, which isn't designated solely to pay them, but, actually for administration of the trust, 19 million, pales in comparison to the money that has been paid to PG&E's bankruptcy lawyers, which has been estimated at about \$140 million.

And, again, you don't have to take my word for this, but you can actually go to the San Francisco Chronicle, their website and go to business/article/140million, and you can read about how PG&E's lawyers have managed to amass 140 million in fees, and this is one of the most expensive bankruptcy proceedings of its kind, at least according to the federal officials that track this information.

receive justice, which is to administer over the claims process that hopefully will be efficient and quickly pay all of you who have suffered dearly, as I mentioned before.

Point No. 3, let's talk about the amounts to be paid to Justice Trotter and Ms. Yanni. If you look at Document No. 5723, Page 8, Paragraph 15, it states that Justice Trotter's rates of \$1500 per hour is his standard rate. In other words, that rate he has charged for quite some time and has been approved in other matters, and it is not some exorbitant, unusual rate. It's a standard rate. The same is true for Ms. Yanni. She'll be compensated at \$1250 an hour, and that is also her standard rate, and you can look to the same document No. 5723, Page 9, Paragraph 14.

Now, it's important to note that these rates were approved by the Tort Claimants Committee. So the folks that are representing all of the tort claimants, which includes all the fire victims in the bankruptcy court, which is separate from all of our firms on the phone here, some of them may have overlap, but they approve and agree with these fees. And the way to look at this is it's true whether you're talking about the administration of a large, large trust like this or you're talking about, say, for example, a sports

Page 46

It's also important to note that when these fees are approved, whether it's Judge Trotter's or Ms. Yanni, along with PG&E's lawyers, the fees are examined by auditors and they must be approved by the Court. So there is a process by which the fees that are charged, no matter who they are, they have to be examined and then approved. If they're not approved, then they're not paid, and they have to try again.

So let's move on to the second point, which is also important and that's that both
Justice Trotter and Ms. Yanni were appointed by the
Court. There was an order for their application which was granted by the Court, and that's Document
No. 5726-1. You can look to Page 3, Paragraph 3. And it, basically, states that Justice Trotter shall be compensated for fees and reimbursed for reasonable and necessary expenses and shall file monthly statement fee statements and final fee applications for the allowance of compensation for the services and expenses that he renders and incurs.

So that means it dovetails into what I just explained, that there is going to be oversight by the Court in terms of the reasonableness of the fees that Justice Trotter is seeking while he is helping all of -- all of the fire victims, including our clients,

Page 48

Page 47

franchise, which I think a lot of people can relate to.

When you hire someone like a Lebron James, in order to do so, you got to be willing to pay for his talent. And while that may be expensive, he's worth it. I think many of us already know why, because we've seen Lebron play.

And the same is true for Justice Trotter and Ms. Yanni, and it's a simple idea. You pay -- you get what you pay for. And what we have here is the highest quality to ensure that this trust is appropriately administered, and the folks that can do that are Justice Trotter and Ms. Yanni.

And, as a side note, as I mentioned, I have personally tried cases before Justice Trotter and I have found him to be of the highest integrity and he mutually and fairly rendered decisions on behalf of my clients in the past and I can attest to his skills and abilities.

So moving on to Point 4. There are, basically -- there has to be an order approving the fees, which I already discussed, and you can take a look at that. There is an article that discusses it in the nbcbayarea.com and I'm not going to read off the whole tag line here, but it's under news, local, North Bay judges okay PG&E plan to pay.

12 (Pages 45 to 48)

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So, again, you've got an order granting the tort committee to retain and hire Justice Trotter and you can look to Document 6760 and in that Trotter was authorized during the engagement term to retain such appropriate professionals and administrative staff as he deems necessary to assist him in the performance of his services as set forth in the application hearing request and subject to the budget. That's on Page 3, Paragraph 3 of Document 6760.

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Point No. 5, and this is an important one to hear: These fees, in large part, are not going to be coming out of the trust. Or I should say, in part. Specifically, 2.5 million of the fees, which is to work up in the beginning of the process through now will be paid by PG&E, and that was negotiated by some of the lawyers on this call who personally handled this, and I'll give credit to Mikal Watts, who did a fantastic job on that issue.

And the other -- there is another 2.5 million that's going to be attributed to BrownGreer, who is a third-party administrator that many of the lawyers on this phone have worked with throughout the litigation, and they've done a fantastic job for us, for the most part, and they have been hired. So their fees are going to be paid by PG&E as well, as well, not come situated.

And, in fact, Justice Trotter and Ms. Yanni have stated that it is their goal, their sincere goal, to get the most money out of the trust to the fire victims by early 2021. I want to repeat that. Early 2021. So right around the corner, given the length of this litigation.

So, but how will these moneys be paid, the initial 14 million? Will it come out of the body of the trust, or will it be paid through some other mechanism? Well, as you all appreciate, there is 5.4 billion in cash that is going to be put in the trust, and there will be interest that will be generated from that money. We've assigned a conservative interest rate of a little over 1 percent, and that will generate in six months approximately \$33,750,000. That's \$33 million. Out of that \$33 million is how the administration will be paid for, so that the corpus, or the body of the trust, will not be depleted by Justice Trotter, Ms. Yanni, and the balance of all the folks that are going to be working hard to ensure that this process is efficient and quick.

Now, the -- the final point, which is a bit repetitive of some of what I discussed, but it's important to understand. There will be oversight over these costs. There is going to be a review process and

an approval process of all of these charges. And what

Page 50

Page 52

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out of trust. So \$5 million of the \$19 million will be paid by PG&E.

Now, a good question is why \$19 million? What does that mean? Where is it going? As I hinted at before, the 19 million is not going to go into Justice Trotter and Ms. Yanni's pockets, all right. It's going to go to be paid for the administration of the trust, so that we can ensure timely resolution of your claims. And time is important to everyone on the phone who has suffered terribly, as we all appreciate and are working hard to rectify.

So who are the folks that are going to be hired to make this process move along quickly? That's bankruptcy counsel, Brown Rudnick; the investment bankers that have been mentioned before, Houlihan Lokey; there is a claims administrative staff; and then there's the TPA, third-party administrator, BrownGreer, who they will be employing approximately 200 people to ensure that this process is handled quickly and efficiently. And I want to emphasize that, because what you don't want is an underpaid, cheap trust administration. You want a robust, powerful trust administration that will be able to make decisions quickly and get the money into the hands of the people, which is everyone that's on

this phone and all the other people that are similarly

you need to look at and understand and emphasize is that Justice Trotter and Ms. Yanni are accomplished individuals who are putting their reputation and integrity on the line. In particular, Justice Trotter, he's a former appellate court jurist. He's respected throughout the nation as a well-renowned jurist who has dedicated himself to the service of people such as yourselves. He's the cofounder of JAMS that has been instrumental throughout the nation in assisting people in reaching resolution of their cases, so that they're able to avoid trials. He -- he personally was involved in the distribution of settlement money from the 2006 wildfire that my prior firm participated in along with Mr. Frantz's firm and some of the other folks on this phone and was ultimately paid by San Diego Gas & Electric from that fire and Justice Trotter handled that

So the take-away for both Ms. Yanni and Justice Trotter is that their reputations are paramount. It's their most important asset. It's what enables them -- people to place their trust in them, and that's why they have been selected.

And then a little bit of time on Ms. Yanni. She's an arbitrator, mediator, special

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master. Federal jurists throughout the country have repeatedly appointed her in a similar capacity. She has

3 served in countless mass tort litigation, including

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transvaginal mesh, Infuse Medtron, Advanced Bionics

5 cochlear implant, and the list goes on. And I won't --

6 I won't bore you here with this list that never ends.

7 It fills a quarter page. She has also been universally

8 recognized as a premier special master in many different

types of respected legal journals, including the

10 National Law Journal, the Daily Journal, and

Martindale-Hubbell. And she has personally overseen the

12 distribution of a wildfire assistance program of over 13

six firms, you know, approximately \$105 million.

So, in short, this was an important question. I'm glad that Tony asked us, because it gave us an opportunity to explain to the folks that the moneys that will be allotted for the administration will not deplete the trust, the body of the trust. It will be paid for by PG&E and the interest earned on the trust, and that these folks are invaluable importance in order to ensure that all of us, all of our clients are afforded an opportunity as quickly as possible to have their case heard and to get compensation as quickly as possible.

So thank you for giving me this

Trotter and Yanni, they have no limitation of liability pursuant to court order. They have to do it right. I have no doubt that they won't.

Page 55

Jerry Singleton, if you can answer this question from Lisa Williams, who posted a question on Facebook on April the 18th. She, basically, wants to know, hey, what happens if PG&E doesn't make the initial cash payment of 5.4 billion or deliver the 6.75 billion in stock? Can you -- can you answer that one for her?

MR. SINGLETON: Sure. That's a good question, Lisa, and that's something that a lot of my clients are curious about as well. So the main thing to remember here is that the RSA, which is the agreement that many of us on this call signed with PG&E in order to reach this deal, requires that the funding be on or before August 29th. And on that funding date PG&E has to put 5.4 billion in cash and then the approximately 6.75 billion in stock into the trust. And there is a portion section in that that I think is very important. And anybody is curious at all about this, please look on, again, any of the websites. You can look at our website, you can look at firesettlementfacts, you can go on to Prime Clerk, and they have all this information. But if you look at Section 3(a), it specifically says that if the plan does not fund by August 29th of 2020,

Page 54

opportunity, Mikal.

MR. WATTS: Yeah, that's a great answer. You know, it was a long answer, but I wanted the details of it. Bottom line is is that Trotter and Yanni are the Michael Jordan and Kevin Durant in terms of top of their game. The best of best. Yeah, it's expensive, but when you're handling \$13 and a half billion, I think you want the most talented individuals doing it, and, more importantly, because of the way they've organized it, the administrative costs, I think it's 0.14 percent or something. I mean, it's just -- it's -- it's a very, very small percentage. It's going to be covered out of interest. But you compare that with other charities or something like that I donate. I always -- you know, Salvation Army, Red Cross, United Way, a significant percentage of the money that goes into those is administrative expenses.

This is a fund that will shed off the interest that will more than cover out of the interest alone the cost of these two amazing individuals. And, to be clear, the lawyers are going to be involved, that trust oversight committee, trust advisory committee, making sure this thing doesn't get out of hand, the Court retains jurisdiction. That's Document 6760 and Document 6759, Page 16 and 17 of those. In addition, Page 56

then it automatically terminates.

Now, we as the fire claim and fire claimant consenting professionals, which is the group of people on this phone and the TCC, can decide in our discretion to give PG&E more time. But if they don't fund it, then that's it, it's over, and we go back to the alternate, the contingency plan. So I think that is going to put a lot of pressure on PG&E because they don't want that to happen. They need for this deal to work in order, as Mikal said earlier, to take advantage of that 21-billion-dollar AB-1054 fund. So that's the hammer we have, and that's what happens if they don't

Now, the only situation in which -- you know, sitting here right now, obviously, you can't tell the future, but when I look at this -- and we certainly, you know, planned this out. The only situation where we can see possibly giving them any kind of an extension is if, God forbid, there were some type of horrific resurgence of COVID, if, for example, as it looks like there is going to happen, there is a loosening of the restrictions and the economy starts to open up again in May and June, if, for some reason, in August there is just a catastrophic failure in that short period looks like the worst possible time to issue the stock, then we

14 (Pages 53 to 56)

would consider giving them an extension. But, again, that is completely at the victims' discretion. It is not at PG&E's discretion. And because of that, barring some kind of catastrophe, we feel very confident they're going to fund it on or before August 29th.

MR. WATTS: Great.

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Roy Miller, Lisa Williams also posted a question on Facebook on April 18 asking, can I sue PG&E if the trust doesn't pay all of my damages? Do you want to take that one?

MR. MILLER: Sure. So bankruptcy does happen sometimes in these big cases. And when you have a bankruptcy and you have a large number of claimants, there is always concern that people may not be fully compensated for what they believe they should be paid for the damage that PG&E did. But if the plan is adopted, that is the sole way for you to recover against PG&E. So, no, you can't sue PG&E later if you feel that you were somehow not paid the full value.

There is a what's called a joint
Chapter 11 plan of reorganization. That was filed in
March, and there is a section in there, Section 4.26
that discusses this. If you want to look it up, it's
Document No. 6353. So, basically, the fire victims'
trust will be the sole source of funding for anything

trust that is going to be funded is your means of recovery for your fire-related damages.

Thank you, Mikal.

MR. WATTS: Thank you, Roy. You know, I just want to reiterate one thing. You know, we did a lot of negotiation against this company. I mean, they were claiming that all the fires, all of the victims sustained \$5.4 billion in damages, and we just held out. And eventually the offer went from 5.4 to 6 to 7 and a half into about 9, 10, 11; and then ultimately 13.5 was what our financial advisers told us the company could bear to pay, if we took part of it in stock. But I don't believe that there is going to be a situation where the trust doesn't pay all of the damages. If it happens, the bottom line is we're confined to the money that's in the trust, and that's your only avenue, if this plan is approved, which we believe it will be.

So the next question, I'm going to take.

And Lisa Williams -- I respect vigorous dissent. She's asking me why I'm undermining attempts to improve the settlement for all of us. So let me just answer directly to Lisa. I can tell you I work about 16 hours a day, and it seems like all I do is work on trying to improve this, which is my job. She said, you keep voting -- say vote yes now. Why not wait until after

Page 58

related to the fire that affected you and your family.

The -- we also negotiated and obtained a 12-billion-dollar financial backstop, which are binding commitments, in order to ensure that in the very unforeseen event that something catastrophic happens with PG&E prior to funding, that we have a backup plan. But the trust is your sole means of recovery.

If -- Lisa went on to a second question, that what if I sued, anyway? What would my litigation cost be, if that happens? So that means that she would be suing PG&E on her own, separately. If this plan is confirmed, I think that any such suit against that reorganized PG&E will be quickly thrown out, and a person that did that suing would probably be ordered to pay the attorneys' fees and costs that are involved.

Which relates to a third question. She asked, would I be losing more of my recovery money? And the answer is if you're paid by the trust for the fire claim, then later sue this new PG&E Corporation only to have that suit dismissed with an order that you pay PG&E back for their attorneys' fees and expenses, then, yes, your decision to file a separate suit against PG&E could cause you to lose a portion of the recovery money that was awarded to you by the trust.

So the all inclusive answer is that our

Page 60

Page 59

the TCC is through with their negotiation? Why are you undermining their attempt to improve the settlement for all of us?

So the answer is, look, I say you should vote when you're ready to vote. I can tell you the TCC have not been negotiating with anyone. All the lawyers are working to improve this deal. And, frankly, we have -- we have a willing counterparty. There is -- in any negotiation there is things that are forgotten about or things that, hey, what if we did this? So we're working to improve the deal.

I speak with members of the equity on a daily basis. I speak to folks at PG&E frequently, trying to improve this deal. So this suggestion that I'm undermining the attempt to improve the settlement is simply a statement spoken out of ignorance of the facts.

Let me give you ten examples off the top of my head about how my work with others have improved this deal since the TCC initially struck the deal with bondholders last fall. I participated in the negotiations that resulted in, No. 1, before I agreed to support the equity, I insisted that they obtain \$12 billion in financial backstops from 70 of the largest financial institutions in America. And in order to get you an insurance policy ensuring that all the

15 (Pages 57 to 60)

Page 63

payments that were due to you, due to the fire survivors was something that was going to happen or something to happen to PG&E financially.

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I've participated secondly in the negotiations that led to the subordination of 3.9-billion-dollar FEMA claim. I was in the room negotiating that on your behalf with my friend Frank Petri

No. 3, I was in the room negotiating the elimination of \$2.4 billion in the Cal Office of Emergency Services claim. So right there is about \$6.3 billion to the good because of work that we did.

No. 4, I helped negotiate \$400 million in other federal agency claims that got settled for the sum of \$117 million. But, most importantly, that \$117 million does not come out of your 13.5-billion-dollar fund, but, instead, it's contingent upon future litigation successes against third parties, like the D&O carriers, the tree trimmers, and the consultants, which, by the way, I'm working with Bob Julian to make sure that those are a success as well in the hope that we can grow the fund on top of the 13.5.

No. 5, I worked on the settlement of \$4 00 million in other California state agency claims. I think they settled in total for about \$130 million.

maximum fine was 3.48 million plus \$500,000. So we took a 200-million-dollar liability, which others placed in the trust, that PG&E didn't match and got it down to \$4 million in fines. But we didn't stop there. I knew that that was not going to work.

So we worked hard with the equity, with the subrogation people, said, guys, if you want this deal to go, somebody else has got to take it out. I don't care what the document says. And so they worked and the subrogation carriers, agreed that, one, the fire victims didn't have to have it coming out of their fund, and; No. 2, they did so so that there was no risk of the \$12 billion in financial backstops from avoiding their responsibility because of the COVID-19 crisis. That was important.

No. 8, I worked behind the scenes on this shareholder rights agreement, which is presently being finalized. I spoke with the TCC. I recommended that they hire Mark Cohen, the head of U.S. Capital Solutions Group at Royal Bank of Canada to lead their negotiations in this agreement. They interviewed him. They selected him. It wasn't me making it happen, but it was me suggesting and them agreeing. And Cohen is doing untold work on your behalf to make certain that the circumstances surrounding the sale of this stock is

Page 62

Page 64

But, importantly, that doesn't come out of the 13.5-billion-dollar fund, but, instead, only comes from the interest on that 13.5-billion-dollar fund. And I give my friend Frank Petri tons of credit for that negotiation. He was a leader in our efforts to make sure that 13.5 was for the fire victims, not for a bunch of California state agencies.

I also worked behind the scenes on No. 6, maintained the right of fire survivors to sue their insurance companies for bad faith settlement practices and keep the insurance companies from seeking a part of the victims' recovery. Now, my good friend Steve Stikos has worked tirelessly on that issue and is still working on it. I talk to him frequently about the subrogation issue so that we make sure that we have the leverage in place to make sure that the insurance companies do the right thing.

No. 7, I worked behind the scenes on the settlement of \$200 million in Butte fines. Remember, the Butte D.A. wanted \$200 million in fines from the company in order to indict them for a lesser included offense of, like, starting a fire. I personally talked to the people at the equity taking over PG&E and said, look, that will never sell. And so they pled guilty to involuntary manslaughter for the singular reason of the

going to be optimal for the fire victims.

No. 9, as I mentioned before, I've asked you to trust me on this CPUC fine issue. I've told you for weeks that we're working on it. And now as of Monday this week you can see that the permanent suspension of this 200-million-dollar CPUC fine looks like it's on its way. Those of you guys that want to wait until it's for sure, May the 7th the CPUC is going to meet, and I anticipate that they're going to affirm this decision by the administrative law judge to take \$200 million in fines and completely suspend them for the simple reason that others put that fine into the fire victims' trust. So we got it out of there. That's good.

No. 10, I've listened to people like Lisa predict that PG&E's amended plan of reorganization would never be approved by the CPUC. I've watched my friend Will Abrams try to stop it from ever being approved by the CPUC. I've told you for months that the company was negotiating with Governor Newsom's office and that as long as he signed off on it, the CPUC was likely to. And now you see that as of Monday this week, tentative approval of this plan as being AB-1054 compliant. And I'm predicting for you, it's not my job, but I believe that this plan will be formally approved by the entire

16 (Pages 61 to 64)

Page 65 Page 67

California Public Utilities Commission during its hearing on May the 21st of 2020.

So in response to the question, why are you undermining attempts to approve the settlement, I think that's a false question. It's not based in reality for ten different reasons, and there is a hundred others I could get into. We've worked around the clock to make this deal as optimal as we can.

Lisa Williams then posed a question, who is Centerbridge? Of course, I've discussed this three times, but I'm happy to discuss it again. The bottom line is as of December 31st, 2017, Centerbridge owned 1.46 percent of the stock of PG&E. That's less than 1 and a half percent of the stock. There is 17 other entities owning a more significant stake. That's what I would call an insignificant player.

Apollo, on the other hand, was the seventh largest bondholder which held over \$506 million in senior notes, \$124 million in debtor to debt firm notes. I refinanced a general credit facility that I had with a bank called Stifel. It's like your home mortgage has the right to sell off portions of its portfolio to others to assignment. Two of those assignees were Centerbridge and Apollo. And in terms of my credit agreement, I didn't even have the right to know of these

December in San Francisco. We were either at the offices of Jones Day or at the offices of JAMS, which is Judicial Arbitration and Mediation Services.

I have since re-signed that document, continued to work diligently, negotiating to improve this deal with frequent discussions with Tom Wagner of Knighthead Capital Management, with whom I speak almost daily, and infrequent discussions with David Abrams at Abrams Capital Management, who is one of the two capital funds putting up the money and organizing the capital to get PG&E out of bankruptcy.

On the other side, the debt, the bondholders, a gentleman by the name of William Jones introduced me to Chris Lahoud of that firm. But, again, Lahoud simply introduced me to the principals of the debt side, which was Jeff Rosenbaum of Elliott Capital Management Company. All of my negotiations with the debt were with the lawyer Michael Stamer of Akin Gump, with Jeff Rosenbaum of Elliott Management Company, and then two guys with PIMCO, Scott Striegel and Adam Gubner.

Eventually, myself and 12 other members of the consenting fire claimant professionals, all 11 members of the Tort Claims Committee agreed that we should choose the equity, with real money. The bonds

Page 66

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1 assignments.

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a guy named Gavin Baira at Centerbridge. I was in a hearing involving a pollutant known as PFAS, P-F-A-S. It was science vapor in South Carolina, an unrelated case. Never negotiated. He just introduced himself, and then he introduced me to the principal of the equity side of the fight, Tom Wagner of Knighthead Capital Management. All of my negotiations with the equity have been with Tom Wagner of Knighthead Capital Management; Will Abrams of Abrams Capital Management; John Motulsky and Michael Stern, Stonehill Capital; Edward Mule, Silver Point Capital; and Steve Zelin at PJT Partners. And, frankly, I've also dealt with the lawyers for the equity Bruce Bennett of Jones Day in Los Angeles.

But I got introduced on October the 4th to

All of these gentlemen also negotiated not just with Mikal Watts, but all 11 members of the TCC, all 13 of the consenting fire claimant professionals, under the auspices of Judge Randall Newsome, who was appointed by Judge Montali as the mediator in this case.

It's important that you know that every person that signed the December 6th, 2019 restructuring support agreement with the equities met, negotiated with those same individuals from the equity during court-ordered mediations occurring in November and

were not. After that decision, the debt and the equity settled their differences, and since then the debtors have publicly announced that it supports the equity deal. It's filed court papers saying it. It said so in open court.

And then I get a call on March 25th from Chris Lahoud at Apollo, and he's offering to support the deal. He says, look, we've got this COVID-19 economy. If there is any problem with any of the backstops, this \$12 billion of insurance policies, let us know and we'll participate. I passed his offer made to me on March 25th on to Tom Wagner at the equity, and he assured me, hey, we don't have any problem with the \$12 billion in financial backstops. The deal is a go once the fire survivors complete their vote.

So in answer to Lisa, I made at least eight disclosures, and this is No. 9. No. 1, on December 12th, 2019, first in Chico at 2:00 p.m., then in Santa Rosa at 6:30, I disclosed all of this. I explained my credit facility, the assignment thereof, the introductions made by those assignees to the principals of both the equity and the debt side of the deal. I then explained in detail of how these negotiations occurred, the dates and locations of negotiations. During mediations, cocktail meetings,

17 (Pages 65 to 68)

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Page 71 1 MR. WATTS: Excellent.

dinner meetings, breakfast meetings, meeting at a football game, e-mail correspondence, and a specific description about why I, together with all 11 members of the TCC and all 12 other consenting fire claimant professionals, concluded that the equity deal was clearly superior.

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No. 2, I reported those December 12th disclosures and sent links of the videos, those meetings to all of my clients.

No. 3, during our last telephonic town hall on April the 18th I went through all this again in detail.

No. 4, I recorded the April 11th - or 18 telephonic town hall meeting and sent links to those videos to all my clients.

No. 5, I've since posted the transcript of that call on our website for everyone to see, regardless if they're my client.

No. 6, on April the 20th of 2020 at 12:10:34 I filed with the Bankruptcy Court Document 6801 that, again, set forth all these disclosures and a link to the PowerPoint presentations made on December the 12th, the videos, and the written documents evidencing these disclosures.

No. 7, today on April 25th, 2020, I'm

All right. And the only thing I would add to that is I've been on discussions with folks from the TCC, Steve Stikos. I mean, this Mark Cohen just seems like a rock star. Everybody just says he's the smartest guy they ever met on this stuff. So I commend the TCC for hiring Mark Cohen at Royal Bank of Canada. I've heard that he was a good choice. They interviewed him. They made their own choice without pressure from me. And, by all accounts, both Mark Cohen at RBC and the Houlihan Lokey folks that the trust itself hired have done a magnificent job both helping us with respect to the shareholder rights agreement, but also with respect to advising the trustee about when to effectuate the timing of the sale of stock.

Okay. Roy Miller, I've got a question for you, and here's the question: How will this plan work? In other words, if everybody votes for it, how do we get paid?

MR. MILLER: Okay. And this is a question that has been coming up from time to time in our client base, again, because this is a very complex process. It doesn't lend itself to a sound bite, and I apologize for that, but it's important as your lawyers that we explain things to you and give you the opportunity to ask

Page 70

Page 72

making this disclosure again. We're going to record it. We're going to transcribe it. We're going to file it with the Court, if we have to do so. We're going to put it up on www.firesettlementfacts.com.

So, Lisa, I hope that that answers your

Jim Frantz, Lisa Williams also put the question on Facebook on April 18th with respect to the timing of the sale of stock. Here's her question: She said, if anyone owns stock in PG&E right now, the stock will temporarily increase in value after a settlement is accepted. However, the trust holding my stock cannot profit from a short-term increase. The trust is not allowed to sell our stock until investors have sold it at the highest possible value. Did you agree to these terms?

What's your answer to that, Jim? MR. FRANTZ: Yeah, Mikal, our estimate, from our preliminary discussions with Mark Cohen with RBC and with the folks hired by the trust at Houlihan Lokey, is that the stock should be held for at least 180 days, as I said earlier, and then liquidated in early 2021, as it is needed to pay claims. We're being told that this is the best way to enjoy the appreciation of that stock.

questions. So if the claimants adopted -- this was something that Rebecca Bailey wrote in a question in a

3 question that was published in the Press Democrat about

the claims process. The Court has appointed John

5 Trotter and Cathy Yanni, who we went over earlier, to

6 administer this trust. The trustee is finalizing the

7 claims rule process right now and will set a specific

8 period of time for individual claimants to put in their

9 specific claims. Those claims will be put into

10 BrownGreer, which is that third-party administrator we 11 mentioned to you earlier. And for those of you that

12 have a lawyer, that lawyer will almost certainly be 13

doing all of that for you with your input as to the

information for your claim.

When the claims period closes, BrownGreer will then apply the trust rules to the claims that are made in that time period and make a recommendation about a suggested payout on your claim. You can then accept the proposed amount of the claim and receive that very quickly or seek to have the number adjusted, and that adjustment is first done through BrownGreer, if you and your lawyer can show that somehow BrownGreer did not apply the claims rules correctly or did not properly assess the information that you provided to them through your lawyer. Following that request, BrownGreer can

18 (Pages 69 to 72)

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suggest a adjusted claims tab which can then be paid.

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That -- if that is not accepted by you, it can be appealed to what is called a neutral third party. This is someone that's kind of like an arbitrator. That third-party neutral will hear your objection and will make a decision on the appropriate number, and if you agree, then you get paid. If you don't agree, there is a final appeal where the trustee will appoint a panel of three other neutrals, who will then hear, make a final decision. Their decision is final, and the payment at that point will be made.

This process that I just explained to you is the same for everyone who submits claims to BrownGreer. There's roughly 70,000 people -- or 70,000 claimants. And eventually all the money will be distributed, and at that point the trust will close.

Thank you, Mikal.

MR. WATTS: Thank you.

Rich, I've got a question about stocks for you. This is something that Rebecca Bailey wrote into the Santa Rosa Press Democrat on April 22nd, and that is what Rebecca wants to know is, hey, stocks will be sold, but what will they be worth in the future? Give her your best answer to that question, please.

MR. BRIDGFORD: Good question. The simple

availing itself of over \$10 million in matching funds under AB-1054.

Third, the stock in the trust, and this is important to note, does not need to be sold immediately. Remember, the trust is receiving 6.75 billion in three tranches. The first tranche, 5.4 billion is more than sufficient to pay the initial claims. So there isn't going to be any fire sale or unloading of the stock. As the victims are paid, the stock will be sold in the market in a rational manner by financial professionals to raise funds necessary to pay the victims. Our best estimate is that the stock will be held for at least 180 days and then liquidated thereafter.

Fourth, the trust, as we mentioned before, has hired major investment bankers at Houlihan Lokey to ensure that the value of the shares are maximized. Likewise, the TCC has hired Mark Cohen of the Royal Bank of Canada to similarly ensure that the values of the shares are maximized. So, to simplify, the stock will be funded based on the effective date which is shortly after coming out of bankruptcy, and it's going to go to the trustee. It's not going to individuals. It's going to the trustee who will appoint these financial professionals to manage it and maximize its value for the good of the victims. Obviously, if you were to

Page 74

Page 76

Page 75

- 1 answer is none of us have a crystal ball. None of us 2 are certified financial professionals or clairvoyant.
- 3 The stock value will be determined pursuant to the
- 4 disclosure statements, which you've been sent by the
- 5 Court and should read pursuant to a formula. The stock
- 6 can go up and the stock can go down. However, it's
- 7 important to note, your attorneys, all of us have been
- 8 working very diligently to do our best to ensure that a
- 9 substantial margin of safety was built into the
- 10 agreement negotiated with PG&E as to the stock; and let 11 me go over some of that.

First, the amount of the stock being placed into the trust is based on that valuation I mentioned, and that valuation is meaningfully below the fair value of comparable other major utilities which are

publicly traded.

Second, since PG&E is an electric utility, FEMA, California, and all the others that we have worked

so hard to obtain deals with and, hopefully, will be

in fact, a monopoly with predictable earnings, the PG&E stock which the trust will receive has a meaningful chance of increasing in value as PG&E's earnings grow after bankruptcy. And that goes back again to what I mentioned before. The new PG&E will not be saddled with the claims of the victims, the insurance companies,

unload several hundred thousand shares in a day, you

2 would send the value of the stock down. The trustee, 3 again, does not have to liquidate the stock immediately,

4 as we have 5.4 billion in cash on hand. Furthermore,

5 there will also be the shareholder rights agreement,

which is being negotiated now by many of those on this

call. That is an agreement that we're hopeful will even further improve our position.

The fifth point I want to make is many people have asked us, why take stock at all? And this is worth reiterating. There is only so much cash available in a bankruptcy. We have maximized the amount of cash that the victims can receive, and, in addition to that cash have obtained the stock. Unlike other creditor groups, such as the insurance companies, we refused to steeply discount the victims' claims. The stock is in addition to.

Last thing I want to say, again, I need to emphasize this, that stock is being traded eventually or coming into the trust, rather, pursuant to a formula. We're not licensed investment advisers, so we do need to give you that disclaimer. The fire victim settlement with PG&E has been estimated to be worth 13.5 and it could be higher and it could be lower. Half of this value is in the PG&E stock based on a formula that will

19 (Pages 73 to 76)

Page 79

determine the number of shares. When the trust is funded, the stock may be worth more or less than that 6.75, and the trust sells the shares, it will increase or decrease that value.

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There were also claims assigned by PG&E to the trust to pursue the tree trimmers and PG&E's corporate officers. If successful, those claims could add to the value of the trust. So while the settlement is often referred to as 13.5 billion, the actual value will be different. Again, we're not investment advisers, and you can hire a licensed investment adviser for that type of advice. But we do not give our clients advice about the stock market in general or PG&E stock in particular.

MR. WATTS: Rich, thank you for that very detailed answer. Rebecca asked you in the same Santa Rosa Press Democrat on April 22nd, why not just wait to vote? She said, each of us who has a vote must research carefully to come to your own conclusions, but there is no immediate hurry. The deadline to vote is May 15. Take your time and do your homework.

My response to Rebecca is we agree. Our job as your lawyers is to diligently and persistently get you the information you need to make a sound decision. In that regard, my firm has done 24 in-person

vote to count. We want everybody to have a say.

So Robert Bryson, let me ask you, Randy wrote to my law firm on April 22nd, I hope you don't mind answering it for me, are PG&E's payments guaranteed?

MR. BRYSON: That's a very important question, and you can understand how folks would be concerned about that, because there needs to be guarantees in place to ensure that the moneys are available to pay all of our clients and all the affected fire victims. So all the lawyers on this call and all the lawyers who have tirelessly worked on this case have ensured that PG&E's payments are, in fact, guaranteed. Let me repeat that. PG&E's payments are guaranteed.

First simple point: If PG&E doesn't pay
5.4 billion by August 29th, barring any special
circumstances that were mentioned, for example, COVID-19
re-flaring up and generally affecting our economy and
the stock market, if that doesn't happen and it's
business as usual for the United States, California, and
everyone else involved in this case, by the 29th we have
the freedom to walk away from the deal.

No. 2, many of the lawyers on this call and others worked tirelessly to put into place a 12-billion-dollar backstop commitment letter that we

Page 78

Page 80

town hall meetings where I stand there and answer questions until everybody runs out of gas. We've been doing quarterly update letters, more recently weekly update e-mails, more recently because of COVID-19 telephonic town halls like what we're doing here.

Again, that information we're trying to

provide. We've done -- this is, I think, our sixth telephonic town hall or fifth. March 21, 26, 31, April 4, 11, 18. We're going to do four more. On the 25th, here we are. May 2nd, May 9th and May 15th. We've debated with people who are against the plan: Will Abrams, lawyers Bonnie Kane and Fran Scarpulla. You know, in public on Facebook Live, we've put that up on the website.

I do recommend that you go to www.firesettlementfacts.com where, in effect, pretty much every question I've ever been asked is up there, and I answered it. So we're trying to post a few documents and orders in the case, posting videos of our answers to questions that are submitted to us, posting transcripts of these past meetings.

We, too, only want people to vote when they feel that they've been informed. That being said, please don't wait until the last day. If you do, you crash the system, your vote could be late. We want your compelled PG&E to do in order to ensure that the 6.75 billion in stock was delivered, as promised, by the company. And we want to emphasize that -- and particularly Randy and other folks that have this very important question raised on their mind that we -- we, as your lawyers, we negotiated for these backstops to provide the very guarantee that you're concerned about and was raised in your question.

And, finally, the bankruptcy deal and PG&E generally, they're going to be — there is going to be oversight by three different federal judges reviewing everything that PG&E does. And if PG&E fails to abide by these agreements, which we commonly refer to as a breach of an agreement, that's made during these periods, then everyone on this phone call that are your lawyers, everyone that represents you, all the other folks that have their attorney will, as soon as possible, be back in front of these Judges in order to ensure that PG&E is bound and honors its legal commitments that were made in this process and that they are ultimately kept.

So thank you, again, Mikal, for allowing me to answer that question.

MR. WATTS: Great, Robert. And I would just say, regardless of what happens with COVID-19, if

20 (Pages 77 to 80)

Page 83

the money isn't in the trust account by August 29th, we
the fire victims have the right to walk away from the
deal, regardless. The point that Robert was trying to
make is there may be a circumstance where we want to
give them more time, but we don't have to. The money is
going to be in the account by August 29th, or we have
the absolute right to walk away, which is what we
negotiated for.

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Okay. So, Joe Earley, Susan wrote a very interesting e-mail to Erin Brockovich on April 22nd on the subject of homelessness in Chico. Let me just read what she wrote. She said, I live in Chico, California. Our shitty council approved transient camping in our beloved Bidwell Park and along our creeks and waterways. In the two weeks since this has been approved -- and, by the way, they are allowing 50 feet where the state says 150 feet to be legal from the water -- the amount of trash, human waste, needle, litter, among other things, is horrific. This will ruin the environment for years to come. Our children are no longer safe to use our creeks. The amount that is flowing downstream is going to destroy habitats for years. Our city leaders have doubled down and are not allowing police to break up any camps, whether toxic or not. Volunteers that have done creek cleanups have now stopped. I cannot tell you how

can't afford to -- we can't afford to not move forward and get some recovery for these people. They need it. They need it now. They need it as soon as possible. And by delaying this and moving on to a plan that doesn't even exist, where we'd be starting from scratch, makes no sense whatsoever. There's just no -- there's no more gold at the end of that rainbow. We've got a good deal, and we need to more forward because there's lot of people who are desperate.

I'm -- I'm really happy for those people who claim to not have any -- any sense of urgency about their recovery and they think maybe they could get a little bit more or a little bit risky or whatever.

That's too risky for my clients. We have to move forward. We have to move forward. It's too -- it's too important. It's too important.

So please keep that in mind, that if you can afford to be patient, not everyone can. And I'm the one, and I'm sure the other attorneys on here are the ones who are listening to people crying, crying about their living situation and the way it's been for a year and a half now. All right. And I want to thank you for the opportunity to discuss that.

MR. WATTS: Yeah, no, thank you, Joe. And I really wanted you to answer that because, you know,

Page 82

Page 84

heartbreaking it is to watch the degradation of our ecosystem.

Could you address that for us, Joe? You live in Chico right now.

MR. EARLEY: I do. And I live near Downtown, and I -- I know how -- I know how it's getting. I know that there is a lot more people who are homeless than were there before. This -- I can't speak about the ecosystem. That's a very important issue, and I certainly support a good, healthy ecosystem and lack of -- of, you know, opioid needles laying around on the ground where little kids can step on them.

But I got to focus on what -- what we can do, and that -- this call or this message that was sent to Erin by Susan really exemplified exactly what I'm talking about when -- when I say we are inundated with -- with information from our clients. I'm sure the other lawyers who represent fire victims are getting this, too. But these people are desperate. These people are still living in trailers. They're still living in absolutely awful, awful living situations, all right. These people had a stable place to live and they don't and they haven't.

 $\label{eq:camp people} And do the math for the Camp people. It's a long time. And this is breaking my heart. And we$

seems to me the short version of what Joe just said is the fastest way to get rid of homelessness is to build homes. PG&E is offering the money it takes to rebuild your homes now, and that's why I thought that was an important question.

Jerry, next question. Deborah wrote to
Joe Earley on April 24th, she says, I would not sign a
contract to buy a car prior to knowing the terms of the
deal, and I will not accept this deal while the
negotiations are still taking place. It just does not
make any sense to me. Asking me to accept this deal
while negotiations are still happening is irresponsible
of you, based on the concept of accept it then find out
the terms and conditions. I will not blindly agree to
anything. What's your reaction to what Deborah's
concerns are?

MR. SINGLETON: Well, I think that's, you know, very reasonable. I wouldn't recommend that anyone accept it and then find out what the terms and conditions are. But that's not what's happening here. One thing that has been said many times that just simply is not correct is this idea that the deal is still being negotiated. That's not right. The deal is negotiated. I completely respect anyone who says I don't agree with the deal, but to say that the deal and the negotiations

21 (Pages 81 to 84)

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are ongoing just isn't correct.

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The terms and the conditions that we know of the deal are that there is going to be 5.4 billion paid on the effective date, 650 million paid on January 15, 2021, and 700 million paid on January 15, 2022, for a total of 6.75 billion in cash.

Then we have the stock. And, as we've discussed, I completely understand people saying I'm worried about the fact that the stock has some risk. That's a legitimate concern. But to say that we're going to be able to somehow change the terms of the deal so that the stock is guaranteed is simply not accurate. The deal has been made, and PG&E is not going to renegotiate it.

So, again, going over the terms of the stock. We believe it was very favorable. Rich went into this in detail. But most utility companies trade at roughly 17.33 times the earnings. Here we are getting 14.9 times the earnings, which is roughly a 20 percent discount. We also have anti-dilution provisions that are built into the deal, so that while the initial deal called for the trust to own 20.9 percent of the total amount of the company, now

it's going to be at least 22.4 percent. So, again,while we cannot guarantee what is going to happen to the

computer. So one of the things that we've done, and this is something that all of the groups are doing, is we've come up with a work-around where we can send texts to our clients, and we can have them instruct us on how to vote. The text gives them and us a record of how they want to vote. Then we can log on to Prime Clerk and vote for them.

What we want to do, and the reason that we're doing that is, again, we want to make sure that everyone's vote is counted. This is a critical decision, and we want to make sure your vote is counted. So once you're ready, then I think it's important to do it.

The only issue that is -- is still outstanding is this registration of rights agreement and this was something that both Mikal and Rich alluded to earlier, but this is something that we knew was going to take quite some time and it was likely -- and this is why there is no deadline on when it has to be done. We knew it was likely it would take until after the voting, for the simple reason that the registration rights agreement is something that has to be worked out by the investment bankers who are doing the underwriting.

And so right now there are a team of three -- and, again, Mikal and Rich discussed this. But

we have the Royal Bank of Canada who is doing it on

behalf of the plaintiffs, we have a separate firm that

Page 86

stock and we can't guarantee that that stock is going to be worth 6.75 billion, we certainly believe it will, and that's why we entered into this deal.

But that being said, I think it's very important, and this is something that has been said several times on this call and it's something that I tell all my clients, please do not vote until you have all the information you need and you're ready. Now, people say, well, if that's the case, why are you suggesting that we vote now? And I think it's important to understand there is two different things going on. No. 1, we're saying please wait; if you have questions, ask us; ask to see the documents; review the documents; if you like, we'll send them to you; get as much information as you need. That's No. 1. But, No. 2, and this is why we are encouraging people to vote, once you make up your mind, whether it's yes or no, we do then encourage you to vote for the simple reason that you want to make sure your vote is counted.

want to make sure your vote is counted.

We've talked a little bit in the past about some issues with Prime Clerk and how a lot of people have had difficulty using smart phones to vote. That's a problem because a lot of us are accustomed to using smart phones and when we're having this shelter in place, a lot of people aren't able to get access to a

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Page 87

was hired by the trust who is monitoring it, and then you have JPMorgan and I believe Goldman Sachs doing it on behalf of PG&E. What they're doing is coming up with a standard issuance, and they're going to put into place these standard restrictions that are going to apply to everybody. It's not going to be like there is one extremely limited set of rights that applies to the stock and then it's, you know, ^ sp Katy bar the door for everyone else. The same restrictions are going to apply to everyone, and it's the job of these investment

bankers to come up with how that's going to work. But that's not something that we can ensure is going to be done by a specific date. It may take some time.

So, again, other than that one very limited issue, everything else has been agreed on. And it's important to remember, PG&E is not renegotiating this deal. So if you don't support the deal, by all means, vote against it; but I don't think it is accurate, and, frankly, I don't think it's responsible to say if we wait, somehow we'll be able to get a different deal. Like it or not, this is the deal. So if you support it, vote for it. If you don't, vote against it. But whatever you do, we really encourage

22 (Pages 85 to 88)

Page 89 Page 91

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everyone to vote because this is an important issue and we want your vote to count.

Thank you, Mikal.

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MR. WATTS: Thank you, Jerry. You know, I think Jerry's comments are good.

By the way, we're two hours in. We're not going to cut you off. We just bought another 30 minutes so we could continue to work and get your questions.

But -- but let me just try and distinguish between a deal that has already been cut that has the deal points and what we call execution documents that are finalizing those deal points. So we know what the deal is and there is not going to be a renegotiation, but we're working on documents like registration rights, tax benefit payments, book status updates, exit financing documents, assignment of contractor claims, wildfire fund participation funding. All of those execution documents are being worked on on a daily basis. But the terms of the deal, as the Court approved, could go into the disclosure statement as the neutral description of what the deal is. That's already

So, Roy, here is an interesting question from Lisa Williams on Facebook. Not really a question, but she says, Mikal Watts has been saying they've

been hashed out, litigated, approved by the Court.

Lisa's agenda is. But what she said -- when she said on Facebook that we've secured two-thirds of the votes needed to approve the settlement, that's wrong. It's not true. It's never been true, and I think Lisa knows that it's true.

I can tell you and I just kind of came from the conference call, the Stikos conference call from yesterday. I know because Mikal and I and the others in our group have been in very close contact about all the negotiations. Steve Stikos is one of the lawyers, was one of the people who helped negotiate this deal. And he was there with Mikal. He helped work on all the hedge fund issues with Mikal. And they talk all the time about this case. Both Mr. Stikos and Mikal are conducting and have conducted this whole thing aboveboard, and it's with the mind to make sure that all of us are compensated as much as possible for what we went through. It's not in anyone's interest to shortchange anybody.

So, no, we have never said that we have two-thirds lined up. That's ridiculous. The vote continues through May 15th, and I hope everybody has the chance to exercise their right to vote.

Thank you, Mikal.

MR. WATTS: Thank you, Roy.

Page 90

already secured the two-thirds vote needed to approve the settlement. I hope this is another falsehood, is what Lisa said. Can you react to this canard that's put up on Facebook that I'm running around saying we've already secured the two-thirds vote?

MR. MILLER: Yeah, no problem, Mikal.

I think we've spent, I've spent, I'm continuing to spend quite a bit of time addressing misconceptions on places like Facebook. I have been on every single telephone town hall that Mikal has had. I have attended all but one of our public town halls before COVID shut down, and I saw a transcript of that one that I missed. Neither he, nor any of us in the Watts Guerra group have ever said anything that we have obtained two-thirds of the votes. Because, keep in mind, there are -- say, there are 77,000 unique claimants, and I think that's what the number is, two-thirds of that number would be 51,333. Now, our group is the largest one, but even our group is only at 18,000. If you look at the other lawyers that are on this call, we're still well short of what would be two-thirds of the vote, even if every one of our clients

voted in favor.

So we have all the transcripts. It's clear that we never said that. I'm not really sure what

Page 92

You know, I just comment, you know, you said what Lisa said is not true and Lisa knows it's not true. There's kind of a joke about the internet. You know, if it's on the internet, it's got to be true. That's nonsense. Anybody can put up a falsehood, knowing it's false, and try to persuade others. But what we've decided to do, in a respectful way, is when Lisa Williams put something up on Facebook that's not true, we're not going to leave it alone. We're going to respond to it. We're not going to yell at her, scream at her. That's okay. But we're going to put the facts out. And that's why we're doing these meetings. That's why we're transcribing them. That's why we're putting the transcripts up on the internet for everybody to see. So that when somebody says Mikal Watts is saying X and, in fact, Mikal Watts has said Y, the people that choose to look at it can see that somebody that said that is just flat-out lying.

Okay. Jim Frantz, one of your clients -- and I went on Prime Clerk to see -- a woman by the name of Judy, I won't use her last name, said on Facebook on April 24th that she hasn't received her ballot. What's your advice for your client, Judy, who says she hasn't received a ballot?

MR. FRANTZ: Thank you, Mikal.

23 (Pages 89 to 92)

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1 And this will be my advice to all of our 2 clients or any client that has not received the ballot. 3 Call my office at 855-735-5945 or e-mail at 4 wildfires@frantzlawgroup.com, F-r-a-n-t-z. And then you 5 can also contact Prime Clerk directly at 844-339-4217. 6 Or you may e-mail them at pgeballots@primeclerk.com for 7 a new e-ballot ID number. 8 And, as was pointed out by Jerry and 9

others, your vote counts. It's very important that you vote. Whether you vote yes or no, it's very important that you vote, and there is a deadline to do that. And you don't want to wait until the last minute to vote, because they have to be tabulated. So I would urge you to vote as soon as possible, as soon as you believe you have enough information to make a decision one way or the other. And you already know our recommendation, based upon all the facts, that you vote yes on this, because there is no other alternative plan that can help out the wildfire victims. Thank you.

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MR. WATTS: Great. Thank you.

22 Roy, let me ask you another question that 23 came up from Greg Stikos' town hall. And I do want to 2.4 reiterate what you said. Steve and Greg are good 25 lawyers. They're my friends. I talk to Steve several

because of the timing of the settlement and because the

Page 95

fact we weren't taking zero dollars for Tubbs. So

3 that's why timing -- the timing of the December

settlement was the way it was. But they want this case

to be finished. We want this case to be finished. I

expect that this is going to be wrapped up before August; but if it's not, we have the option to get out,

8 if we want.

Thank you, Mikal.

MR. WATTS: Thank you. Second-to-last question and then we'll go to live questions. Again, if you have got a live question, push star 3 and we'll start answering in about three minutes.

Robert Bryson, Kirk put something up on Facebook and he said, look, even if the plan is rejected by the fire victim vote by the voting deadline of May 15, PG&E can still improve the deal and try to win fire victim approval prior to the court confirmation hearing currently set for May 27th. What is your thought about what Kirk suggests? Is that even feasible?

MR. BRYSON: Thank you for that question, Mikal, and thank you for the opportunity to answer it. The short answer is no. There simply is

not enough time, given the deadlines that are in place,

Page 94

times a week, trying to optimize this deal. But they did a town hall, and that led to some social media questions. One question, Stikos says that PG&E doesn't have to fund until December, which conflicted with what Mikal previously said.

What's your answer to that? MR. MILLER: Sure. If they do not fund the trust by the end of August, we have written into the settlement agreement a termination option. We can opt out of the deal. If we opt out of the deal, all the other deals that are associated with the settlement of the PG&E case can fall by the wayside as well. Could they, would they fund sooner than December? I think they likely will. They're working on trying to get this done by June. They, meaning PG&E, wants this case to be finished almost as much as we do. The new equity owners, which are these hedge funds that have been talked about a lot, obviously want it to be done as well. They have an interest in having this case -- us settle and settle on the basis of what we agreed to last December. Of course they're going to make money out of it. Hedge funds don't do anything without wanting to make money. And we are not -- we're not going to settle without having the right amount of money in the

settlement trust. The stock had to be part of it

Page 96

for anyone at this point to be able to change the terms of the deal and effectively allow or enable the fire victims to improve their position. So let me -- just

4 bear with me a little bit of detail here.

> So it's important to understand that it took 15 days alone for Judge Montali, the bankruptcy Judge, to approve the disclosure statements in mid March, which has -- hopefully, most everyone has received by now or, if not, as Mr. Frantz indicated, you can contact our respective law firms or Prime Clerk in order to obtain those disclosures. So that's 15 days.

And then there was this push, the suggestion, that everyone should wait, don't vote for 30 days during the month of April and wait until May 1. Well, assuming that were to occur, the votes are due on May 15th. And it takes three to five days, so let's assume five days to give a more reasonable period of time for the votes to be counted. Now, we're at May 20th. So the plan confirmation hearing is for May 27th. If the votes aren't counted until May 20th, that leaves -- and let's say it's a down vote, a no vote, that leaves seven days, a total of seven days to somehow develop some new deal and new plan, which is -would require an intervention by an act of God for that

to ever happen, because there is too many moving parts.

24 (Pages 93 to 96)

factors.

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So what is the more likely result if the plan is voted down? First is the equity, the folks, the stockholders, they'll start dumping their stock and they're going to want to cut their losses. They're going to see that this deal is blown up and that there is no solution on the horizon and so they're going to, being a conscientious investor and looking to save their own assets, they're going to dump their stock, which is going to have an adverse effect -- I -- I mean, again, we're not predictors of the future. We're not stock advisers. But it's a reasonable conclusion that stockholders will start dumping their stock.

Next, the backstop folks, the people that I discussed earlier that are providing the commitment that provide the guarantee for the plan and the money that PG&E is supposed to pay, they're going to run for cover. The funding that the backstop is going to disappear.

Next, as I mentioned before, it's just

simply impossible to think that a new plan could be put together in seven days, and then from a realistic perspective that your lawyers would be confronted with trying to deal with, which would be to brief these issues; in other words, get it in front of Montali in time for him to make a decision on May 27th, 2020, which

deal, it took from January to May of 2020 to get a vote on the plan. So it's taken us an entire year to get to the end of the line on this deal. And the idea from Kirk that you're going to be able to, you know, wave a magic wand and come up with a new deal in seven days, and get it briefed, ruled upon, it's just not realistic.

So that's all the preprinted questions we got. It's 2:15. Let's take about 15 minutes of live questions. Again, go to star 3.

Sam, if you would tell us what the questions are, and we'll go for it.

MR. ROECKER: Yeah, our first question is from Gaylin. He wants to know how emotional damages are calculated in the settlement.

MR. WATTS: Sure.

Jerry, you want to take that?

MR. SINGLETON: Sure, I'd be happy to.

That's a good question. Now, remember, the emotional component is the hardest thing to calculate. Obviously, when we have something like a structure loss or a tree loss, you can have experts weigh in on that and come up with a report, give you an approximate amount. Here, you can't do that. So, typically, what we do is we look at two different

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is -- it's not possible.

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So the short answer, Mikal -- and I'm glad this was asked so that this can address a very critical issue -- is there is not enough time to put into place an alternative, viable plan that may or may not improve the fire victims' settlement agreement. The plan that we have is the plan. And everyone should carefully consider their vote. But if everyone on this phone, all the lawyers who are recommending you vote in favor -- but, of course, just as -- just like when we vote for the President of the United States, it's each and everyone's individual decision, based upon the information they had available to them and ultimately what they think is best for their family.

So thank you for that opportunity, Mikal, and I hope everyone clearly heard me on this very important point.

MR. WATTS: Robert, thank you. That's an excellent answer.

My friend John Gibbons, who has worked on this, together with Roy Miller, sent me a text in the middle of your answer. He said, remember, summer 2019 is when we got AB-1054. That was the rocket fuel to get this working, and it took us from August until December just to negotiate the deal. And then once we had a

The first is proximity to the fire; that is, where was the person, where was the plaintiff when the fire was happening? For example, we have some people who were on vacation and learned that their home was destroyed. That's obviously very different from someone who was there and, you know, received a frantic phone call that they had to evacuate or, in the case of some people, didn't even find out. They just -- you know, we had clients who woke up with literally their house on fire. So that's the first question. How close were you and your loved ones to the fire?

Obviously, if you're someone who had to evacuate on your own, while that's certainly terrifying, it's very different than if you had to evacuate with a young child, with an elderly parent, something like that. So what we do is we look at all the different factors, and that's Category 1. That's considered emotional distress.

Then the second category is what happens after the fire? What did you lose in the fire, and how was your life changed as a result of the fire? And here we're looking at, you know, for example, obviously, everyone who lost a home and lost all their possessions has a baseline loss. It's incredibly difficult to have to rebuild your life and it's something that can take

25 (Pages 97 to 100)

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years and, really, in the case of cherished possessions, which is another component, you never are able to replace them. So, you know, the photographs of deceased relatives, the card that your child made you in kindergarten, you know, love letters, those kinds of

6 things, they can never be replaced. So that's -- that's 7 a category. But, also, what was your life like after

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If you were somebody with excellent insurance and you were able to find another place and you didn't experience any kind of housing insecurity, then, you know, you're in one category. If you were one of the less fortunate people and you were, if not homeless, but, you know, you had home -- you had insecurity, you had to stay with other people, you know, you went from living in a comfortable three- or four-bedroom home to having to share a one- or two-bedroom apartment with several family members, that kind of thing.

So what we do is we'll look at those two categories. We create a narrative to explain how your experience was in each of those. And then we compare that to prior verdicts, arbitration awards, and settlements, and that's how we come up with demand numbers. Again, it's very imprecise. It's a lot more

The -- it's based on the votes that are cast. So if people decide not to participate, their voice won't be heard. It's just like any other political election. They have to -- you have to vote in order for your vote to count.

MR. WATTS: And what's next, Sam? MR. ROECKER: John wants to know if the retirement of PG&E's CEO has any impact on the settlement.

MR. WATTS: Yeah, so let me answer that one. The answer is no. It's pretty obvious that Bill Johnson -- I think that's true. And that is this is a guy who ran the largest utility in the United States, the Tennessee Valley Authority. He was brought in as kind of a stabilizing figure. It was designed to put the company through bankruptcy. I'm not picking on Mr. Johnson because I'm getting old, myself. But he's at the end of his career chronologically. I think he agreed to be a transition figure. And, from what I've been told, this is very typical when you've got a bad management team that causes a problem that puts a company into bankruptcy. You bring in transition figures, and Bill Johnson agreed to be that figure here to guide the company through bankruptcy.

Page 102

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art than science. But those are the factors that go
into it.
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MR. WATTS: Great. Thank you, Jerry. Sam, what's the next question?

MR. ROECKER: Yeah, next we have Parrish who wants to know if payments are made in order of the fires or not.

MR. WATTS: Yeah, let me answer that. I don't think that that's going to be the way it's done. I think that all the fire victims, whether it's from Butte in 2015, North Bay in 2017, or Camp in 2018, will be in the same group and they'll be processed by -- as we said, BrownGreer is the third-party administrator. They're going to hire 200 people. They're going to get through them as fast as they can. So, really, I think the order will be the order in which the claims are submitted after the claims period opens.

Sam, what's next?

MR. ROECKER: Next we've got a question from Jake about voting. Jake wants to know if it is two-thirds of the votes that are cast or if it's two-thirds of the total claimants needed.

23 MR. WATTS: Sure.

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Roy, you want to answer that one? MR. MILLER: Sure.

is a -- you know, a CEO, a leader who can transform it into a good company from its history of being a bad company. That's why I was especially pleased that they reached outside of PG&E, and they went and found somebody who's highly data driven, highly technically sound. And this fellow from AT&T, it sure smells like he's the right choice. I think he'll put in a new leadership team.

But what the company really needs is a --

I commend the Governor for requiring a complete overhaul of the board of directors. You got to get new blood in there, somebody that puts people above profits, safety above income. And I think that we're well on our way to achieving that, because nobody wants to be back here again. I mean, this is just a repetitive criminal company that needed to be wiped out and transformed, but, at the same time, we got to keep the lights on and keep the electricity going. So I think it's a new day at PG&E. I hope so. I think they've got new people from outside of PG&E who will lead it. I think you got a new attitude that's being insisted upon by the Governor.

And I don't think that -- to directly answer your question, I don't think that Bill Johnson's retirement is going to affect the stock one bit because of the excellence of the gentleman they hired to replace

26 (Pages 101 to 104)

Page 105 Page 107 1 him. 1 the measure is what the fair market value was at the 2 2 Go ahead, Sam. time of the fire. So when you're talking, again, about 3 3 MR. ROECKER: Great. Karen wants to know personal property, it is going to be a little bit less 4 4 more about how this affects uninsured renters overall. and it's not going to be affected by current market 5 5 In particular, she also asks if COVID-19 affects the prices. 6 6 retail market and the cost of replacement values for MR. WATTS: Yeah, in other words -- I 7 7 contents. Is that factored into the settlement? mean, I think that was a great answer, Jerry, but -- but 8 8 I think the gravidum of the question was, hey, if the MR. WATTS: Jerry, why don't you go ahead 9 9 and hit on that one. value of a bunch of houses has gone down because 10 MR. SINGLETON: Sure. Just to clarify, I 10 everybody is broke because of COVID-19, does my recovery 11 11 want to make sure that I understood the question. So go down? And Jerry very accurately said, you know, 12 12 the question is how are renters treated? Is that right? replacement cost is what it is. If you can replace it 13 13 MR. WATTS: Start with that one. for less, then, great, we'll rebuild the houses for 14 14 MR. ROECKER: No. 1, on renters overall 15 15 and then, No. 2, on replacement value with the new But as to the fair market value side of 16 16 it, that's fair market value as of the date of the fire. markets. 17 17 MR. SINGLETON: Okay, sure. So renters So the COVID-19 effect on the economy is not factored 18 18 are treated the exact same way as everybody else. The into the fair market value of the analysis. 19 19 MR. SINGLETON: Right. main difference between a renter and a homeowner is that 20 20 a renter is not going to be able to recover for the MR. WATTS: Sam, what's next? 21 21 damage to the real property because they didn't own MR. ROECKER: Next is Roseanne. Roseanne 22 22 that. However, in every other respect, whether it's says she is not represented by any lawyer, but wants to 23 23 emotional distress or loss of personal property, it's have her vote counted. She also doesn't have a 24 24 going to be exactly the same. computer. So how should she go about casting her vote? 25 25 To answer the second question, which --MR. WATTS: So let me answer that one, and Page 106 Page 108 1 again, this is the one I want to make sure I understand. I think that Mr. Frantz has already answered it, but let 2 2 So are you asking if the measure of recovery is the me just -- let me tell you what the thought is. 3 3 Roseanne, what you need to do, if you replacement cost? Is that what the question is? 4 MR. ROECKER: I think she's concerned 4 don't have a computer, if you have a pen, grab it real 5 5 about COVID-19 and the market and the cost of quick and I'm going to give you a phone number. If you 6 6 replacement goods, either it goes up or down based on do have a computer or a smart phone, you can go on 7 7 pgeballots@primeclerk.com. But if you don't even have COVID-19 and the market. Is that factored into this at 8 8 an iPhone or a smart device or a computer, just use your 9 9 MR. SINGLETON: Got it, okay. phone. And now that you've got pen in your hand, call 10 Yeah, so the issue there is that it -- it 10 Prime Clerk on Monday morning: 844-339-4217. And Prime 11 11 affects real property a lot more than it reflects -- or Clerk, who is the court-approved tallier of the votes, 12 12 they'll send you a ballot. So, again, if you have a affects the personal property. The reason for that is 13 13 that the measure of damages under California law is fair computer, go on pgeballots@primeclerk.com. If you 14 don't, use your phone, 844-339-4217, and Prime Clerk 14 market value. It's not cost of replacement. So if you 15 15 had a piece of personal property, for example, a car, will send you a ballot. 16 Go ahead, Sam. 16 it's not going to be the cost to replace that car. It's 17 17 MR. ROECKER: Patty has a stock question. going to be the fair market value. That is what a third 18 She wants to know if the stock is subject to any new 18 party would pay if the buyer and the seller were not 19 19 under any kind -- under any sense of urgency, if there fires that happen this year. 20 MR. WATTS: Rich, you want to answer that 20 was no reason they had to have that particular thing. 21 So what that means is that oftentimes when 21 one? 22 22 MR BRIDGEORD: Sure you're talking about personal possessions in the 23 23 This is -- let me see if I can back into household, they're worth a little bit less than the cost 24 24 to replace them, because a used item is typically going this question. Any new fires which occur are what would 25 be known in bankruptcy as administrative claims and have to be less expensive than a new item to replace it, and

27 (Pages 105 to 108)

Page 109 priority (inaudible) paying for the victims' claims. So 2 if that is a -- if that is a preface to the question, 3 anything that happens to PG&E after the new stock is 4 issued could affect the stock price, which is why we 5 worked so hard with the legislature and the Governor to 6 get AB-1054, whereby they will be made available over, I 7 think it's \$20 billion to the State and the utility 8 money. The idea behind that is that if there are future 9 fires, in addition to treating, you know, the hardening 10 of the grid to prevent such fires, that they would be

more financially viable in order to resolve any claims

So simple answer is anything that happens to PG&E after they exit bankruptcy could potentially affect the price of the new stock. But when they exit bankruptcy, they will exit it without being saddled with all the claims they have now and they will have access to the AB-1054 money to ensure that they remain financially viable because Governor Newsom has insisted on that.

21 MR. WATTS: Okay, great. 22 Sam, what's next?

stemming from those fires.

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one?

MR. ROECKER: Yeah, so Bill says that his wife had a stroke in April after the fires. Can that be part of their claim for damages?

1 that their family member either passed away or was

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harmed, stroke, heart attack, or whatever that you

3 believe was caused by the -- by the circumstances of the

fire, that can be compensable loss and it needs to be

5 looked into it, but it takes time. So call your lawyer

6 and get on that right away. We're going to have to look 7

at medical records. And it's an expensive and a 8 time-consuming process that should have been -- should

have been already done. But don't -- don't hesitate any

10 longer, if that's your situation.

MR. WATTS: All right, thanks, Joe.

Sam, what else we got?

MR. ROECKER: Yeah, Mike just wants to clarify whether or not this information is for all the fires or if it's just specific to the Camp Fire only.

MR. WATTS: Yeah, let me -- well, I tell you what, Robert, you want to handle that?

MR. BRYSON: Yeah, sure.

MR. WATTS: I've been representing people in the state for more than a decade. This settlement, which fire does this apply to?

MR. BRYSON: Well, it applies to the Camp Fire, to the North Bay Fire in 2017, and to some of the folks that were harmed from the Butte Fire in 2015. So it's not just Camp. It's a whole host of folks that

Page 110

MR. WATTS: Joe, you want to handle that

MR. EARLEY: Sure.

You know, there were a lot of people who have been injured and who have died since the fire, not -- not as a direct result of the flames, but because of the -- their conditions, their premorbid conditions, their -- and their -- where they had to go to, you know, their medical pre- -- underlying medical conditions has made them very vulnerable to further injury or death and they -- the circumstances that a lot of us had to endure immediately after the fire contributed a whole lot.

So here are my problems: So what we've done is we take -- people will tell us their circumstances, and this -- their circumstances need to be evaluated by a -- a medical doctor, and they need to make a determination of whether there is a legal claim for that damage, whether this was a true -- whatever the -- whatever the harm was was directly related to the fire. That's a medical and legal question that has to

It takes a lot of time to do that. So for people that haven't done that, I don't know -- I hope there is not that many people who haven't already contacted a lawyer about that. But if someone believes Page 112

Page 111

have been harmed by PG&E over a considerable period of

time. I'm going to put my shout-out to those folks that

3 from the Butte Fire, because they -- their lawyers

worked hard and I know Jerry worked on that and some of

5 the other folks on this line. And there was a deal in

place and then PG&E didn't fully fund that deal as to 7 some folks. But many folks got paid. So some of those

8 folks are in this with us. So it's a large

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conglomeration of people.

And don't mistake my comment in to thinking that that could be indicative of what they do here. This is an entirely different experience, and based upon the comments that I've made as well as lawyers on this phone, PG&E will honor the deal, because the consequences are very dire if they don't. Their company is on the line effectively. So they need the 20-some-billion dollars from the State which -- so they've got to get the deal done by June 30th because it's -- it's -- it's dire if they don't. And I indicated some of the likely outcomes if it doesn't happen. But those are the big bulk of the fire

folks. Now, there is the Kincade Fire. That isn't -those are -- there is -- that was discussed a moment ago. Those are post-petition claims and we represent

28 (Pages 109 to 112)

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- some of those folks and our smarter -- very smart
- bankruptcy lawyers -- just so if anyone on the Kincade
- 3 Fire is on the phone, we'll be -- once this deal is

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- 4 struck and the Judge signs it, if it all goes through,
- 5 then those folks will have a right to prosecute their
- 6 claims outside of the bankruptcy. You can elect to

7 participate in the bankruptcy, but we're going to take 8 the avenue and go back to San Francisco Superior Court.

> MR. WATTS: Yeah, I want to -- I want to reiterate what Bryson just said. We represent a whole bunch of people, I know Jerry does as well, Frantz, from the 2019 Kincade Fire. Those are not going to be part of this 13.5 billion. We will represent those victims. We think it's largely an insured claim. PG&E carries about \$430 million in insurance for that claim. And through the heroic efforts of the Cal Fire folks and other people who fought that fire. And I remember my friend Roy just built his new house, we had a party in his house to celebrate, and then it felt like it was

The Kincade Fire in 2019 is not part of this deal. But if there is a claim out there, you know, we'll -- we'll -- the different lawyers -- again, in the same cooperation we're doing right now. We all have our own individual clients, but it's very much our intent to

going to burn down again.

know yet when Justice Trotter, as the trustee of the trust, is going to establish the deadline. I can tell

you there is not a deadline, but as soon as -- it would not surprise me if it happens in the next couple weeks.

He may be let's wait for the vote. I don't know yet.

5 6 But as soon as Justice Trotter and Cathy Yanni put out 7 their claims deadline, you will be deluged with

8 communications from the lawyers on this call to make 9

sure that that happens. Okay?

So, look, I'd like to wrap this up by reminding everyone to visit firesettlementfacts.com or Facebook.com\firesettlementfacts. And then, again, if you're represented by Robert Bryson's firm, the Robins Cloud firm, again, I've known them for a generation. Excellent. Call your lawyer. If you're represented by Frantz or Bridgford, excellent. Call your lawyer. If you're represented by Elliot Adler, call your lawyer. If you're represented by my firm or Joe Earley or Roy Miller, good, call your lawyer, whatever question you have. Our job is to get the information out. What I love about you calling your lawyer is I get an e-mail about every one of those questions and then I put it to the side and I build the script for the next week's

Okay. So we've got interesting things

Page 114

work together to -- to bring justice to those people as

Okay. So here's what I want to do: I think we have time for one more question. Sam, could you give me that?

MR. ROECKER: Okay. Amy is listening online. She wants to know if there is a deadline to submit documents on their individual claims to their attorney.

MR. WATTS: Okay. So let me answer that. Right now there is not a deadline. There will be a deadline. An important thing that happened last week, I think, is the Judge formally appointed The Honorable John W. Trotter as the trustee, Cathy Yanni, who's one of the most outstanding claims administrators in the United States, as the trustee and the claims administrator. Approved a budget. I can tell you they have been working for free for five months. There is not a lawyer I know that objected to them. Everybody said they were -- you know, they were the cream of the crop, we need them. And, to their credit, without even any assurance that they were going to be appointed, they -- they worked hard. We've got claims rules that are being developed and finalized.

The answer to your question is we do not

Page 116

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going on. We've got a hearing in front of Judge Montali on Tuesday. We've got a hearing in front of Judge Donato on Thursday. We'll have another town hall next Saturday.

But what I would like to do is if you -and again, about 98 percent of you -- and there were thousands of people on this call who are represented by those of us -- and, again, my good buddy Jerry Singleton has been just a stalwart fighter with me and Frantz and Bridgford and, you know, Robins and all this stuff on behalf of the victims, okay. So if you're represented by Jerry, you know, I have undying respect for what he's done, and, frankly, for what people on the TCC and our lawyers at, you know, Baker Donelson, we're just really fortunate to have outstanding legal talent helping the victims in this case.

But what I want you to do is if you have questions that haven't been developed, send them to us. So next Saturday I'll get all of those, I'll type them all up. We'll have a meeting with all the lawyers on this and we'll have a bunch more lawyers, I mean, I'm sure of it, and we'll answer those questions.

Know that next Saturday Erin Brockovich is going to be on this call to tell you why you -- you know, she thinks that you should vote for this deal,

29 (Pages 113 to 116)

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okay. So feel free to participate with Erin Brockovich next Saturday.

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I will tell you Jerry talked about this technology that -- this whole thing about voting during the COVID-19 pandemic, nobody expected that when we set up the processes. The normal thing is we send the mail. Everybody fills out the mail. They send it back. The normal thing is I show up at, you know, the Flamingo Lounge in -- or Flamingo Hotel in Santa Rosa or, you know, the facility that Joe and I do all the town halls in Chico. But the Governor of the State of California said we can't do that. So we're doing everything we can. I know it's not optimal, but we're holding these telephonic town halls because it's our obligation to get you all the information that we can. That's why we're doing it this way. That's why six different lawyers from six different law firms have been on this call for two and a half, more than two and a half hours, two hours and 40 minutes so far, because it's our undying hope that we can answer every question you have.

So ending points: No. 1, I think I speak for everybody on this call, that it is our unmitigated recommendation that you vote for this plan. We think it's the only plan. We think it's a good plan. There's nothing to be apologetic about. We think we have

Page 119

I said last week my concern with some of these guys said, yeah, yeah, just vote no. Kirk says, we'll have a new plan in seven days. That is just not true. It took us a year to get this plan at a vote. So don't buy off on that nonsense. When somebody says if you vote down this plan, oh, we'll have new funding for the customer-owned utility by the end of September, news flash, the statute says you got to be out of bankruptcy by June 30th or you're not entitled to participate in a 20.5-billion-dollar fund, which every Wall Street banker I've talked to for a year says is the only way this thing gets funded.

So I would ask you, feel free to hit us with the hard questions. Feel free to post stuff on Facebook saying X and Y and Z, although I'm not going to like it, but we're not going to ignore it. We will be on this telephonic town hall next Saturday. We will answer every question somebody fires off to us. Our job is not to tell you how to vote. Our job is to tell you the information you need to vote, and we plan on doing

Our recommendation is that you vote to accept. Two-thirds of you must vote to accept. There is no other plan. But at the same time, it's an individual choice based on information being provided to

Page 118

- secured the third largest tort settlement in the history of the United States, especially in bankruptcy. We
- 3 think it's the only plan from the standpoint of here we
- 4 are, it's the end of April 2020, April 25th. We have a
- 5 confirmation hearing on May the 27th. There is no time
- 6 for some other plan. Frankly, I think that a lot of our
- 7 friends on Facebook have been spreading disinformation.
- 8 Wouldn't it be great if we have the bondholders come
- 9 back. Wouldn't it be great if we had a customer-owned
- 10 plan. Wouldn't it be great if we could get funding by
- 11 September 30th. That's not the right question. The
- 12 right question is the only way anybody will pay for the 13 tens of billions of dollars it will take to take this
- 14 company out of bankruptcy is if the \$20.5 billion of
- 15 AB-1054 is made available as a risk-sharing pool to
- 16 mitigate against future wildfire exposure, one.

No. 2, that funding only happens if you the wildfire survivors vote -- two-thirds of you have to vote to support this plan. You have until May 15th to do this. And we've tried to be very respectful of people who were throwing bombs at this plan, throwing

- 21 22 bombs at me personally. I don't mind that. I'm willing
- 23 to answer those. But you need to vote with respect to
- 24 the content of the plan. Vote on the facts, not
- 25 fiction. Vote on reality, not hope and prayer.

Page 120

- you, and it's our job both next Saturday on May the 2nd,
- Saturday, May the 9th, and Friday, May the 15th to
- 3 continue to provide you with all the information. And I
- 4 think what you're going to see is a continuing influx of
- 5 law firms that are going to be participating to provide
- 6 information to their respective clients. That's our 7
- job, but it's not our vote. It's your vote. And so 8 exercise that vote.

Get informed. Go to

www.firesettlementfacts.com. But please make sure you vote on time.

We've been going about 2 hours and 45 minutes. I apologize for being this long. I thank my coparticipants. We'll be back here next Saturday. Send us your questions, and we'll get them answered.

Thank you very much. Have a good weekend. And please stay sheltered, sheltered in place. Just stay safe, first. But we do encourage you to vote. Every one of you got called because you are a client of one of the six law firms here. I think every one of you got a text this morning with a ballot. We encourage you to exercise that -- that vote now, if you feel like you're fully informed. If you don't, wait until the next meeting and we'll answer more questions and then we'll give you the opportunity to vote again.

30 (Pages 117 to 120)

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Page 121
 1
                 So, Rich, Jim, Robert, Roy, Joe, everybody
 2
        else, thank you for participating and thank you for well
 3
        over a thousand people who are still participating. And
 4
        thank you for Mark Hamburger, who's helping us film this
 5
        so that we can make certain that the record of this is
 6
        on the website www.firesettlementfacts.com. Stay on
 7
        that website on a daily basis. We'll keep posting new
 8
        information. We want you to be fully informed. We want
 9
        you to vote when you are convinced that you have the
10
        information necessary to make an informed vote.
11
                 God bless you. Stay safe. And we look
12
        forward to talking to you in the near future.
13
                 Thank you, Sam.
14
                 MR. ROECKER: Thank you, Mikal. Thanks,
15
        Mikal.
16
17
18
19
2.0
21
22
23
2.4
25
                                                  Page 122
 1
       I, PHYLLIS WALTZ, a Texas Certified Shorthand Reporter,
 2
       Texas Certified Realtime Reporter, Louisiana Certified
 3
        Court Reporter, Registered Merit Reporter, Certified
        Realtime Reporter, and Certified Realtime Captioner in
 5
        and for the State of Texas, certify that the foregoing
 6
        is a correct transcription, to the best of my ability
 7
        from the audio recording of the proceedings in the
 8
        above-entitled matter.
 9
10
       I further certify that I am neither counsel for, related
11
        to, not employed by any of the parties to the action in
12
        which this deposition was taken, and further that I am
13
        not financially or otherwise interested in the outcome
14
        of the action.
15
                Certified to by me this 26TH day of APR
        2020.
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31 (Pages 121 to 122)

A	access 10:9	47:1 72:6	afternoon 2:1	alongside 10:19
AB-1054 16:13	16:14 21:11	administered	12:11 14:3	alternate 56:7
16:16 17:13,20	86:25 109:17	1:5 48:11	agencies 62:7	alternative 4:13
21:7 23:6 43:8	accomplished	administration	agency 61:14,24	6:8 7:2 9:5
56:11 64:23	52:3	45:14 47:24	agenda 91:1	12:19 93:18
75:2 98:23	account 81:1,6	50:7,21,22	agent 34:10	98:5
109:6,18	accountable	51:17 53:17	aggressive 17:9	amass 45:22
118:15	42:14	administrative	17:17	amazing 39:21
abide 80:12	accounts 71:10	16:9,17 19:20	ago 12:5 15:14	54:20
abilities 48:18	accurate 85:12	21:3 22:8	112:25	amended 19:14
ability 122:6	88:21	24:19 49:5	agree 7:1 47:22	29:25 64:16
able 3:19 5:13	accurately	50:16 54:10,17	70:15 73:7,7	America 60:24
5:13 7:19 19:7	107:11	64:10 108:25	77:22 84:14,24	American 34:15
50:23 52:12	accustomed	administrator	agreed 13:23	Ameritek 34:19
85:11 86:25	86:23	49:21 50:17	32:18 60:21	amount 44:2
88:22 96:1	achieve 19:8	72:10 102:13	63:10 67:24	45:12 72:19
99:4 101:2,10	achieving	114:17	88:17 94:20	74:12 76:12
105:20	104:13	administrators	103:19,23	81:17,21 85:23
above-entitled	acquisition 30:8	45:8 114:15	agreeing 63:23	94:24 99:23
122:8	ACR 19:16	adopted 22:11	agreement	amounts 41:17
aboveboard	21:15	57:17 72:1	23:19,25 24:6	47:5
91:16	act 96:24	adopting 26:23	24:23 26:8	Amy 114:6
Abrams 17:18	action 122:11,14	Adrian 40:23	41:16,16 43:24	analysis 19:24
17:23 27:5,16	actions 24:5	ads 28:4	55:13 63:17,21	107:18
29:7 31:20,24	actual 4:23,25	advanced 34:8	65:25 66:23	Angeles 66:15
64:18 66:11,11	5:9 7:4 77:9	53:4	71:13 74:10	announced 68:3
67:8,9 78:12	Adam 67:20	advantage 56:10	76:5,7 80:14	annoyed 9:3
Abrams' 27:20	add 20:13 71:2	adverse 97:9	87:15,22 94:9	annoying 8:22
27:24 36:14	77:8	advice 3:2 15:12	98:6	9:2
absolute 14:4	addition 24:21	77:12,13 92:23	agreements	answer 2:19
81:7	54:25 76:13,17	93:1	80:13	3:15 14:22
absolutely 5:15	109:9	advise 41:7,12	ahead 6:23	36:24 37:1
38:19 40:20	additional 19:15	44:1	10:15 27:9	39:25 41:1
82:21	19:23	adviser 20:20	105:2,8 108:16	42:3 45:5 54:2
accelerate 22:19	address 9:14	23:1 77:11	Akin 67:18	54:3 55:4,9
accept 40:4,12	82:3 98:3	advisers 59:11	aligned 38:3	58:18,25 59:21
72:18 84:9,11	addressed 19:19	76:21 77:11	allegations 38:8	60:4 68:16
84:13,19	addresses 13:16	97:11	Allen 16:10	70:17 73:24
119:23,23	addressing	advising 71:14	allotted 45:8,12	74:1 77:16
acceptable	14:16 90:8	advisory 21:22	53:17	78:1 80:23
12:22 18:13,16	adjusted 72:20	54:22	allow 16:22	83:25 94:6
18:18,21	73:1	advocate 40:3	32:24 96:2	95:23,24 98:2
acceptance	adjustment	affect 104:24	allowance 46:18	98:19,22 102:8
28:16	72:21	109:4,15	allowed 70:14	102:24 103:10
accepted 70:12	Adler 2:16	affirm 64:9	allowing 39:18	103:11 104:23
73:2	115:17	afford 83:1,1,18	80:22 81:16,23	105:25 107:7
	administer 45:2	afforded 53:22	alluded 87:16	107:25 108:20

Worldwide Court Reporters, Inc. (800) 745-1101

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 33 of 61

				1490 121
109:13 114:10	apply 29:19	55:6 57:8	89:16	56:1
114:25 116:22	72:16,23 88:7	69:11,13,19,25	assignments	available 5:3
117:20 118:23	88:12 111:21	70:8 73:21	66:1	10:25 11:5
119:18 120:24	appoint 73:8	77:17 78:9	assist 49:6	13:12 31:18
answered 3:20	75:23	79:3 81:10	assistance 53:12	32:1 40:8
10:5 78:18	appointed 46:11	84:7 92:22	assisting 52:10	76:12 79:10
108:1 120:15	53:2 66:20	96:14 109:24	associated 24:21	98:13 109:6
answering 36:23	72:4 114:13,22	118:4,4 122:15	94:11	118:15
37:15 43:14	appreciate 4:7	arbitration 67:3	assume 96:17	availing 75:1
79:4 95:13	6:16 9:7,7	101:23	assuming 96:15	avenue 59:16
answers 2:25	39:18 50:10	arbitrator 52:25	assumption 8:9	113:8
3:12,16 10:7	51:11	73:4	assurance	average 19:4,8
15:1 70:5	appreciation	area 9:21	114:22	avoid 16:1 52:12
78:20	70:24	argued 17:18	assured 68:13	avoiding 63:13
anti-dilution	appropriate	arising 2:11	AT&T 34:4,9,13	awarded 58:24
85:20	25:20 49:5	army 33:11	34:19,20,23	awards 101:23
anticipate 64:9	73:6	54:15	35:3 104:6	awesome 44:12
Antonio 34:12	appropriately	art 102:1	Atlanta 34:23	awful 82:21,21
34:16	19:18 48:11	article 48:22	attack 111:2	
anybody 15:13	approval 18:7	asked 4:11	attempt 60:2,15	B
55:20 91:19	52:1 64:23	25:10,15 40:24	attempts 59:20	B 27:15,20
92:5 118:12	95:18	43:13 44:17	65:4	back 24:15 56:6
anyone's 91:18	approve 18:3	53:15 58:17	attended 90:11	58:21 74:21
anyway 7:15,24	23:6 47:22	64:2 76:10	attest 48:17	80:18 104:14
39:17 58:9	65:4 90:1 91:3	77:16 78:17	attitude 104:20	108:23 113:8
apartment	96:7	98:3	attorney 80:17	117:7 118:9
101:18	approved 6:9,10	asking 23:10	114:9	120:14
Apollo 65:17,24	8:10 11:18,22	29:4 37:18	attorneys 42:9	background
68:7	16:10 22:21	57:8 59:20	74:7 83:19	3:24 16:19
apologetic	26:19 46:2,4,7	84:11 106:2	attorneys' 58:15	backstop 58:3
117:25	46:7 47:10,17	asks 105:5	58:21	79:25 97:13,17
apologize 4:2	59:17 64:17,18	assembly 16:12	attributed 49:20	
44:10 71:23	64:25 81:13,15	16:16	audio 6:20 10:12	63:13 68:9,14
120:13	89:20,22	assert 7:19	122:7	80:6
appeal 73:8	114:17	assess 72:24	auditors 46:4	backup 58:6
appeal 73.8 appealed 24:17	approving 20:8	assess 72.24 assessment	August 11:12	bad 62:10
73:3	48:20	21:21	55:16,25 56:23	103:20 104:2
appear 7:6	approximate	asset 32:16	57:5 79:16	bailed 39:10
appear 7.0	99:23	52:21	81:1,6 94:8	Bailey 72:2
appears 51:25 appellate 52:6	approximately	assets 97:8	95:7 98:24	73:20
application	32:14 50:18	assign 32:18	auspices 66:19	Baira 66:3
46:12 49:7	51:16 53:13	assign 32:18 assigned 51:14	authority 23:4	Baker 116:14
applications	55:17	77:5	103:14	BakerHostetler
32:10 33:5		assignees 31:4	authorization	33:12
	April 1:9 16:7	65:23 68:21	22:14	balance 51:20
46:18	23:13 28:24,25		authorized 49:4	ball 74:1
applies 30:22 88:9 111:22	28:25,25 33:16	assignment 65:23 68:20		ballot 28:12
00.9 111:22	37:18 40:2,14	05.25 08:20	automatically	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Worldwide Court Reporters, Inc. (800) 745-1101

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 34 of 61

				1490 123
92:22,24 93:2	119:25	Bidwell 81:14	4:15 42:21	72:10,15,21,22
108:12,15	baseline 100:24	big 24:24 31:19	65:18	72:25 73:14
120:21	basically 4:21	34:12 57:12	bondholders	102:13
bank 43:21,22	16:13 28:3	112:22	4:16 24:15	Bruce 66:15
63:20 65:21	46:15 48:20	bill 2:9 12:3	60:20 67:13	Bryson 2:8 3:7
71:7 75:17	55:6 57:24	16:12,16 33:17	118:8	12:1,8 15:11
88:1	basis 35:17	34:4,8,25	bonds 67:25	44:25 45:3
banker 119:10	60:13 89:19	103:11,23	Bonnie 29:9	79:2,6 95:14
bankers 50:15	94:20 121:7	104:23 109:23	78:12	95:22 111:18
75:15 87:23	Bay 2:11,11,16	billion 5:13 7:7	book 89:15	111:22 113:10
88:13	9:22 13:24	23:20,22 25:12	bore 53:6	Bryson's 115:13
banking 41:6	44:18 48:24	25:14,15 44:5	bothering 8:7	buddy 6:18
bankruptcy 1:1	102:11 111:23	51:11 54:7	bottom 4:3 9:4	116:8
1:2 5:14 6:10	bear 59:12 96:4	55:8,8,17,18	14:8 16:10,18	budget 49:8
11:1,18 16:14	beautiful 39:13	59:8 60:23	23:6 32:4	114:17
16:23,25 17:6	39:13	61:10,12 63:13	35:15,23 44:15	build 84:2
18:7 23:3 26:3	beginning 2:12	68:10,14 75:5	44:22 54:4	115:23
26:15 27:18	2:17 49:14	75:6 76:4 77:9	59:15 65:11	built 74:9 85:21
29:15,22,24	begun 8:16	79:16 80:2	bought 34:18,21	113:18
30:5,9,11,17	behalf 13:25	85:3,6 86:2	89:7	bulk 112:22
30:22 31:22	20:24 48:16	109:7 113:13	bound 17:19	bunch 34:24
32:17 33:10,18	61:7 63:24	118:14	80:19	44:16 62:6
34:5 35:24	88:2,5 116:11	billions 118:13	breach 80:14	107:9 113:11
41:4 43:2	believe 5:13 6:6	binding 58:3	break 81:23	116:21
45:16,23 47:20	11:1,9 17:11	Bionics 53:4	breakfast 69:1	burn 113:20
50:14 57:11,13	57:15 59:13,17	bit 9:3,3 33:20	breaking 82:25	burned 13:23
67:11 69:20	64:24 85:16	51:23 52:24	Bridgford 2:6	business 34:15
74:21 75:21	86:2 88:4	83:13,13 86:20	3:6 15:10 42:4	35:13 79:20
76:12 80:9	93:14 111:3	90:8 96:4	42:6 43:18	business/articl
96:6 103:16,22	believes 110:25	104:24 106:23	44:11 73:25	45:21
103:24 108:25	Bell 34:14,16,19	107:3	108:22 115:16	busted 34:13
109:14,16	34:21,24	bite 71:23	116:10	Butte 44:19
113:2,6,7	beloved 81:14	bless 121:11	brief 97:23	62:19,20
118:2,14 119:8	benefit 24:24	blindly 84:14	briefed 99:6	102:11 111:24
banks 43:24	89:15	blood 104:11	briefly 2:22	112:3
bar 29:25 88:10	benefits 20:8	blown 97:5	bring 35:2	buy 84:8 119:5
barring 57:3	25:1	blows 7:9	103:22 114:1	buyer 106:18
79:16	Bennett 66:15	board 33:23	bringing 19:14	
base 71:22	best 11:1 12:25	35:2 36:1	Brockovich	C
based 33:25	13:3 14:21	104:10	37:17 40:21	Cal 25:13 61:10
34:16 37:21	41:7,25 43:16	Bob 33:10 61:20	81:10 116:23	113:16
41:3 42:17	44:1 54:6,6	body 51:9,18	117:1	calculate 99:20
65:5 74:13	70:24 73:24	53:18	broke 107:10	calculated 99:14
75:20 76:25	74:8 75:11	Bolts 36:5	brought 103:14	California 1:1
84:13 93:17	98:14 122:6	bombs 118:21	Brown 50:14	12:4 18:25
98:12 103:1	better 4:20 8:1	118:22	BrownGreer	40:11 43:10
106:6 112:13	10:14 43:11	bondholder	49:20 50:17	44:20 45:9
		<u> </u>	<u> </u>	

Worldwide Court Reporters, Inc. (800) 745-1101

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 35 of 61

				Page 120
61:24 62:7	67:10,16	caused 21:13	81:11,12 82:4	25:22,23 29:17
65:1 74:24	Captioner 122:4	111:3	117:11	30:12 32:19
79:20 81:12	car 84:8 106:15	causes 103:21	chico@wattsg	33:3 36:13
106:13 117:11	106:16	causing 24:13	9:22	41:22 43:3
call 3:4 9:25	card 101:4	CCR 122:20	chief 33:24	47:1 50:9,16
10:8 11:16	care 4:1 35:5	ceded 35:25	child 100:15	61:14,24 67:24
12:11 13:12,16	63:9	celebrate 113:19	101:4	70:23 72:4,7,9
14:10 15:5	career 103:18	Cellular 34:18	children 81:20	72:9,15,16,23
16:2,3,4,6 27:8	carefully 77:19	center 4:12	choice 14:19,21	73:1,13 74:23
37:4 38:4 39:6	98:7	Center 4.12	71:8,9 104:7	75:7 76:16
49:16 55:14	Carolina 66:5	65:10,12,24	119:25	77:5,7 89:16
65:16 68:6	carriers 61:19	66:3	choose 67:25	102:16,17
69:17 76:7	63:10	CEO 33:16 34:5	92:16	102.10,17
	carries 113:14	103:8 104:1		
79:11,23 80:15 82:14 86:6	carries 113:14 case 1:2 2:20	certain 16:11	chose 15:13 34:24	109:11,17 112:25 113:6
		32:14 63:24		
89:11 90:21	10:24 11:6	32:14 63:24 121:5	Chris 67:14 68:7	114:8,15,16,23
91:7,7 93:3	16:22 31:4	· =	Chronicle 40:2 45:20	115:7
100:7 108:9	32:12,17 42:11	certainly 27:8		clairvoyant 74:2
111:5 115:8,15	52:18 53:23	56:16 72:12	chronological	clarify 105:10
115:16,17,19	66:6,20 78:19	82:10 86:2	17:14	111:14
115:24 116:7	79:12,21 86:9	100:13	chronologically	clarity 20:14
116:24 117:17	91:14 94:12,15	certainty 20:14	103:18	cleanups 81:25
117:22	94:19 95:4,5	Certification	circumstance	clear 9:13 15:1,4
called 37:9	100:7 101:1	122:23	81:4	18:5 21:25
40:16 57:20	116:16	certified 74:2	circumstances	26:17 31:17
65:21 73:3	cases 10:20	122:1,2,2,3,4	26:15 63:25	39:19 54:21
85:22 120:19	45:10 48:14	122:15	79:17 110:11	90:25
calling 115:21	52:11 57:12	certify 16:15	110:15,15	clearly 69:6
calls 3:8 6:10	cash 7:7 41:14	122:5,10	111:3	98:16
13:16 14:5,6	51:12 55:8,17	chance 74:20	city 81:22	Clerk 5:5 55:23
15:25 20:17	76:4,11,13,14	91:23	claim 29:25 30:8	86:21 87:6
44:24	85:6	change 34:10	39:8 56:2	92:20 93:5
Camp 2:17,20	cast 102:21	85:11 96:1	58:19 61:6,11	96:10 108:10
9:21 44:16,22	103:2	changed 100:21	72:14,18,19	108:11,14
82:24 102:11	casting 107:24	Chapter 1:4	83:11 109:25	client 3:3 9:23
111:15,22,25	catastrophe	16:22 20:21	110:17 113:14	9:25 15:8,9,9
camping 81:13	57:4	57:21	113:15,22	15:10,10,11,18
camps 81:24	catastrophic	charged 46:6	claimant 56:3	37:10 69:18
Canada 43:22	56:24 58:5	47:10	66:18 67:23	71:21 92:23
63:20 71:7	categories	charges 52:1	69:4	93:2 120:19
75:18 88:1	101:21	charities 54:13	claimants 20:23	clients 2:5 3:3,5
canard 90:3	category 100:17	cheap 50:21	26:4 43:21	6:6 8:18,24
cancer 39:11	100:19 101:7	check 8:13	47:17,19 57:13	9:20 11:15
capacity 53:2	101:12	checked 28:9	72:1,8 73:15	12:10 13:10,25
capital 63:19	Cathy 72:5	cherished 101:1	90:17 102:22	14:7 15:2,3
66:8,10,11,12	114:14 115:6	Chico 28:5,19	claiming 59:7	28:8,19 29:4
66:13 67:7,9,9	cause 58:23	31:8,16 68:18	claims 8:17 18:2	30:14 31:3,8
			I	

				Page 127
31:10 37:6	41:4 49:12	companies	64:11 84:24	confidence
38:9 42:6,10	63:11 71:21	34:22 43:4	85:8	15:17
46:25 48:17	75:21 76:20	62:10,11,16	complex 71:22	confident 57:4
53:21 55:12	88:5	74:23 76:15	compliant 21:7	confined 59:15
69:9,15 77:12	command 35:6	85:17	64:23	confirm 42:19
79:10 82:17	35:10	company 1:6	complies 21:6	confirmation
83:14 86:7	commend 71:6	16:13 22:19	23:6	22:3 95:18
87:4 90:22	104:9	26:7 28:9	component	96:19 118:5
92:19 93:2	comment 37:21	33:17 34:7,8	99:19 101:2	confirmed 8:10
100:9 113:25	92:1 112:10	34:20 35:9,16	computer 87:1	43:6 58:12
120:6	comments 3:17	· ·	107:24 108:4,6	conflicted 94:4
		35:19,21,24		
climate 18:25	12:14 89:5	40:9,10 43:2	108:8,13	confronted
clock 65:8	112:13	59:6,11 62:21	computing 35:5	97:22
close 26:6,22	commission	64:19 67:17,19	Con 21:10	conglomeration
32:3 40:13	17:6,8,19,23	80:3 85:23	concept 84:13	112:9
73:16 91:9	18:1,7,22,23	103:16,22,24	concern 5:17	conscientious
100:10	19:3,10 20:1	103:25 104:2,3	38:8 57:14	97:7
closes 72:15	20:19 21:8	104:15 112:16	85:10 119:1	consenting 56:3
Cloud 2:9 12:2,9	22:1,24 25:19	118:14	concerned 79:8	66:18 67:23
115:14	25:25 26:9,23	comparable	80:7 106:4	69:4
clunky 35:8	65:1	74:15	concerning 5:11	consequences
co-leads 2:10	Commission's	compare 54:13	23:15	112:15
cochlear 53:5	20:14	101:22	concerns 9:14	consequent 31:5
cocktail 68:25	Commissioner	compared 7:12	39:3 84:16	conservative
Code 17:4 21:6	25:24	comparison	concessions 8:1	51:14
21:17	commit 10:1	45:15	concisely 45:6	consider 2:7
cofounder 52:9	commitment	compelled 40:10	concluded 69:5	27:15 35:17
Cohen 43:22	79:25 97:14	80:1	conclusion 22:7	57:1 98:8
63:19,23 70:19	commitments	compensable	22:23 97:11	considerable
71:4,7,10	58:4 80:20	111:4	conclusions 6:3	112:1
75:17	committed	compensated	21:1,4 77:19	considered
colleagues'	39:22	6:7 12:23 13:4	conclusively	100:17
12:14	committee 20:23	13:4 46:16	27:3	consistent 18:24
Comcast 34:18	29:17,21 30:12	47:13 57:15	condition 18:19	22:15
come 7:3 23:16	30:15,20 36:13	91:17	23:4	construed 44:4
23:21 24:16	43:22 47:17	compensation	conditionally	consultants 33:8
33:21 49:25	49:2 54:22,22	16:20 19:14	21:16	61:20
51:9 61:16	67:24	21:15 46:19	conditions 16:11	consumer-ow
62:1 77:19	commonly 80:13	53:23	84:14,20 85:2	4:19
81:20 87:3	communication	compete 25:23	110:7,7,9	contact 91:9
88:13 99:5,22	31:4	complaining	conduct 20:3	93:5 96:10
101:24 118:8	communicatio	24:18	conducted 31:7	contacted
comes 62:2	31:5 115:8	complete 7:15	91:15	110:25
comfortable	communities	32:15 68:15	conducting	content 118:24
101:16	20:7 40:7	104:10	91:15	contents 105:7
coming 14:6	community	completely 38:5	conference 91:7	contests 11:21
38:23 39:20	42:22	39:22 57:2	91:7	contingency 6:9
30.23 37.20	74.22	37.44 31.4)1.1	contingency 0.9

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 37 of 61

				Page 120
56:7	costs 51:25	coverage 33:8	crusade 43:10	96:22 97:21
contingent	54:10 58:15	covered 54:12	crying 83:20,20	99:5 119:3
61:17	COU 4:19 5:6	COVID 56:20	crystal 74:1	deadline 17:5,8
continue 36:11	5:21	90:12	CSR 122:19	17:19,22,22,25
89:8 120:3	council 29:17	COVID-19	curious 55:12,20	18:1 77:20
continued 67:5	81:13	63:14 68:8	current 4:13,17	87:19 93:11
continues 91:22	counsel 20:20,25	78:4 79:17	6:5 11:17 26:5	95:16 114:7,11
	22:25 29:20	80:25 105:5	107:4	114:12 115:2,3
continuing				114:12 113:2,3
21:23 90:8	50:14 122:10	106:5,7 107:10	currently 95:19	
120:4	count 34:2 40:20	107:17 117:5	customer 35:5	deadlines 95:25
contract 84:8	79:1 89:2	CPUC 16:7,15	customer-own	deal 3:14 9:24
contractor	103:5	16:19 17:4,13	20:9 118:9	14:7,9,10 24:7
89:16	counted 86:19	17:14,25 18:3	119:7	24:14 40:8,16
contracts 19:14	87:10,11 96:18	18:4,12 19:8	cut 8:13 89:7,10	40:19 44:7
contributed	96:20 107:23	19:22 20:16	97:4	55:15 56:9
32:16 110:12	counterparty	21:3,18,21		60:7,11,14,19
contribution	60:8	22:22 23:14	<u>D</u>	60:19 63:8
19:12	countless 53:3	25:16,18 26:18	D 16:9	65:8 67:6 68:4
control 35:7,10	country 53:1	27:1 64:3,6,8	D&O 33:8 61:19	68:8,14,23
convinced 121:9	counts 93:9	64:17,19,21	D.A 62:20	69:5 79:22
cooperation	couple 4:22,24	CPUC's 22:7	daily 53:10	80:9 81:3 83:8
113:24	6:25 15:14	23:11	60:13 67:8	84:9,9,11,22
coordinate	28:21 115:4	crash 78:25	89:18 121:7	84:23,25,25
15:21	course 17:12	crazy 7:9 8:2	damage 57:16	85:3,11,13,21
coordinating	34:17 65:10	CRC 122:18	105:21 110:18	85:22 86:3
15:4	94:21 98:10	cream 114:20	damages 57:9	88:19,19,23,23
coparticipants	court 1:1 5:9	create 101:21	59:2,8,14	89:10,11,12,13
120:14	6:10 27:11	credit 25:10	99:13 106:13	89:19,21 91:12
corner 51:6	28:15 29:2,11	31:5 49:17	109:25	94:1,10,10
coronavirus	29:16,25 30:24	62:4 65:20,24	data 104:5	95:17 96:2,23
28:22	30:24,25 31:21	68:20 114:21	date 25:6 29:25	97:5,23 98:25
corporate 77:7	31:23 32:2,12	creditor 30:18	41:3 55:16	99:1,3,5 112:5
Corporation 1:3	32:13,17,23,25	76:15	75:20 85:4	112:6,14,18
34:19 58:19	33:4 45:10	creditors 30:14	88:15 107:16	113:3,22
corporations	46:5,12,13,23	30:23	122:19,20,21	116:25
34:14	47:20 52:6	creek 81:25	dates 68:24	dealing 38:15
corpus 51:18	54:24 55:2	creeks 81:14,21	David 67:8	deals 74:25
correct 84:22	68:4,5 69:20	criminal 18:16	day 31:9,17 32:5	94:11
85:1 122:6	70:3 72:4 74:5	35:20 104:15	32:6 33:14	dealt 32:2 38:15
85:1 122:0 corrective 24:5	89:19,22 95:18	35:20 104:15 crisis 63:14	41:10 59:23	66:14
	· · · · · · · · · · · · · · · · · · ·		66:15 67:2	
correctly 72:23	113:8 122:3,22	criteria 16:23	76:1 78:24	dearly 47:3
correspondence	court-approved	critical 19:5	104:18 122:15	death 110:10
69:2	108:11	22:9,9,12	days 16:5 17:12	debate 29:7
cost 54:20 58:10	court-ordered	87:10 98:3	41:21 70:22	debated 36:16
105:6 106:3,5	66:25	crop 114:21	75:13 96:6,11	78:11
106:14,16,23	cover 54:19	Cross 54:15	96:14,16,17,22	Deborah 84:6
107:12	97:17	CRR 122:18	70.14,10,17,44	Deborah's 84:15
		•		

	ī	ī	•	
debt 20:18 22:14	deluge 14:4	devaluation	disappear 97:18	53:12
22:16 31:6	deluged 115:7	41:18	discharged 22:5	DISTRICT 1:1
65:19 67:12,16	demand 35:25	develop 96:23	disclaimer 76:22	doctor 110:16
67:18 68:1,22	101:24	developed 13:1	disclosable 30:6	document 5:5
debtor 20:3 30:6	Democrat 28:5	114:24 116:18	disclosed 31:3	5:10 6:2 17:1
65:19	72:3 73:21	development	68:19	23:21 27:14,18
debtors 1:7	77:17	19:24	disclosure 28:7	27:22,22 28:1
16:22 32:18	denied 31:21	device 108:8	29:13,22,23	32:12 46:13
68:2	32:3	died 110:5	30:4,10,17,25	47:7,15 49:3,9
decade 12:4	Dennis 37:17	Diego 21:10	31:14 70:1	54:24,25 57:24
111:20	39:24	52:16	74:4 89:20	63:9 67:4
deceased 101:3	Dennis' 40:15	difference	96:7	69:20
December 30:1	denying 27:24	105:19	disclosures	documents 5:1
31:8,14 65:12	depending	differences 68:2	29:18 31:2	18:13 69:23
66:22 67:1	13:18	different 10:10	68:17 69:8,21	78:19 86:13,13
68:18 69:7,22	deplete 53:18	13:13 15:2,2	69:24 96:11	89:11,14,16,18
94:4,13,21	depleted 51:19	15:20,20 16:3	discount 76:16	114:8
95:3 98:24	deposition	16:3 34:14	85:20	doing 15:16,19
decent 38:6	122:12	53:8 65:6	discretion 56:5	54:8 63:23
decide 56:4	depriving 44:15	77:10 80:11	57:2,3	72:13 78:3,5
103:2	description 69:3	86:11 88:23	discuss 65:11	87:2,9,23 88:1
decided 27:9	89:21	99:24 100:5,14	83:23	88:4,5 92:12
35:1 92:7	designate 27:16	100:16 112:12	discussed 10:7	113:24 117:12
decision 12:12	27:21 28:15	113:23 117:16	31:2 48:21	117:16 119:20
23:2,15,19	designated	117:17	51:23 65:10	dollars 25:14
58:22 64:10	45:13	difficult 100:24	85:8 87:25	95:2 112:17
68:1 73:6,10	designed 103:15	difficulty 86:22	97:14 112:24	118:13
73:10 77:25	desire 15:7	digitally 28:11	discusses 48:22	donate 54:14
87:11 93:15	desperate 38:13	diligence 21:23	57:23	Donato 116:3
97:25 98:12	82:19 83:9	diligently 13:24	discussion 12:17	Donelson 116:14
decisions 48:16	destroy 81:22	16:1 36:11	36:5	door 88:10
50:23	destroyed 100:5	67:5 74:8	discussions 67:6	doubled 81:23
decrease 77:4	detail 18:10	77:23	67:8 70:19	doubling 12:22
dedicated 52:8	68:23 69:12	dinner 69:1	71:3	doubt 55:3
deemed 18:21	85:17 96:4	dire 112:15,19	disinformation	dovetails 46:21
deems 17:21	detailed 77:16	direct 110:6	118:7	downstream
49:6	details 23:8 54:3	directly 5:4 6:3	dismissed 58:20	81:21
defenses 33:2	determination	25:4 40:18	disposition 30:8	Downtown 82:6
defined 30:9	110:17	59:22 93:5	dissent 59:19	dramatically
degradation	determinations	104:22 110:19	dissimilar 25:22	35:10
82:1	17:7	directors 36:1	distinguish 89:9	draw 6:3
delay 31:25	determine 33:1	40:9 104:10	distress 100:18	driven 104:5
delaying 83:4	41:25 43:16	disagree 17:24	105:23	due 26:2 61:1,1
deliver 40:11	77:1	30:24	distributed	96:15
45:6 55:8	determined	disagrees 32:25	73:16	dump 97:8
delivered 28:7	18:23 19:3,11	disallowed	distribution	dumped 8:11
28:11 80:2	74:3	23:23	10:2 52:13	dumping 97:3
	l	l	I	

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 39 of 61

	1	•	<u> </u>	1 490 130
97:12	112:16	120:21	31:6 34:6	exactly 82:15
duplicating	effectuate 71:14	encouraging	60:12,22 62:23	105:24
12:13	efficient 47:2	86:16	63:6 66:7,9,15	examined 46:4,7
Durant 54:5	51:21	ended 39:11	66:24 67:25	example 47:25
	efficiently 15:21	endorse 11:17	68:1,3,12,22	56:20 79:17
E	38:7 50:19	ends 53:6	69:5 94:16	100:3,22
e-ballot 93:7	efforts 15:4 62:5	endure 110:11	97:2	106:15
e-mail 9:20	113:16	enforcement	Erin 37:17,22	examples 60:17
11:15 13:15	eight 68:17	20:13 22:11	38:3 39:17	excellence
28:11,21 31:10	either 67:1	enforcing 20:15	40:1,15,20	104:25
37:17 69:2	106:6 111:1	engaged 43:9	81:10 82:15	excellent 71:1
81:10 93:3,6	elderly 100:15	engagement	116:23 117:1	98:19 101:9
115:21	elect 113:6	49:4	especially 104:3	115:15,16
e-mails 14:5,6	election 103:4	engineering	118:2	execution 89:11
78:4	electric 1:5	35:5,14	essential 38:15	89:18
Earley 2:3 3:5	21:10 52:17	enhanced 20:12	establish 115:2	executive 19:13
6:22,24 37:16	74:17	22:10	established	19:15 21:15
37:20,24 81:9	electricity 40:11	enhancement	19:13	33:25 34:4
82:5 84:7	104:17	24:2	estimate 41:19	executives 21:19
110:3 115:18	eliminated	enjoy 70:24	41:19 70:18	33:9 34:22,25
earlier 39:1	25:15	ensure 14:10	75:12	exemplary
56:10 70:22	elimination	48:10 50:8,18	estimated 45:16	45:11
72:5,11 87:17	61:10	51:21 53:21	76:23	exemplified
97:14	Elliot 2:16 44:15	58:4 74:8	evacuate 100:7	82:15
early 13:6 37:17	44:22 115:17	75:16,18 79:9	100:13,14	exercise 91:23
41:21 51:5,6	Elliott 67:16,19	80:1,19 88:14	evaluated	120:8,22
70:22	elusive 7:5	109:18	110:16,21	exist 83:5
earned 53:19	elusory 42:22	ensured 79:13	event 58:5	exit 16:22 35:24
earnings 74:18	emerge 16:14	ensuring 60:25	events 15:24	43:5,7 89:15
74:20 85:18,19	Emergency	entered 27:25	eventually 59:9	109:14,15,16
economic 30:6,7	61:11	29:16 86:3	67:22 73:15	exorbitant 47:11
economy 56:22	emotional 99:13	Enterprise-Re	76:19	expect 33:19
68:8 79:18	99:19 100:18	28:6	everybody 3:4	43:25 95:6
107:17	105:23	entire 64:25	10:4 15:17	expected 117:5
ecosystem 82:2	emphasize 42:15	99:2	26:25 71:5,18	expenditures
82:9,10	42:23 44:3	entirely 112:12	78:2 79:1 88:8	22:19 23:23
Ed 34:15 35:1	50:20 52:2	entities 28:16	91:22 92:14	expenses 20:20
Edison 21:10	76:19 80:3	65:15	105:18 107:10	22:24 24:22
editorial 40:2	employed	entitled 36:5	114:19 117:7	25:5 46:17,19
educate 37:11	122:11	119:9	117:22 121:1	54:17 58:21
Edward 66:12	employees 35:12	entity 30:13,19	everyone's	expensive 45:23
effect 25:1 78:16	employing 50:18	environment	38:16 87:10	48:4 54:6
97:9 107:17	enable 96:2	81:19	98:12	106:25 111:7
effective 25:6	enables 52:21	equipment	evidencing	experience
32:21 41:3	encourage 5:1	35:11	69:23	10:23 101:11
75:20 85:4	5:23 86:18	equities 66:23	ex 32:3	101:22 112:12
effectively 96:2	88:25 120:18	equity 30:18	exact 105:18	expert 37:7
			l	l

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 40 of 61

				Page 131
expertise 35:21	92:11 93:17	felon 35:20	find 25:20 84:13	111:23,24
experts 20:25	118:24	felt 38:9 113:19	84:19 100:8	111:25,24
41:11 44:23	fails 80:12	FEMA 25:12	101:10	112:3,22,23
99:21	failure 56:24	43:4 61:6	Finding 18:11	113.3,12,10,17
	fair 74:15	74:24	19:10,17 20:11	fire-related 59:2
Expiration			20:16	
122:19,20,21	106:13,17	fiction 118:25		fires 2:11,16
explain 53:16	107:1,15,16,18	fiduciary 8:24	findings 18:9	9:22 13:24
71:24 101:21	fairly 6:7 8:25 48:16	fifth 2:5 76:9 78:8	finds 26:10	20:12 32:17
explained 38:25			fine 13:22 23:12	33:23 42:18
46:22 68:20,23	faith 28:17	fight 24:4 66:8	24:11,19 25:20	43:8 59:7
73:12	62:10	fighter 116:9	25:21,25 26:2	102:7 108:19
explaining 39:6	fall 8:20 60:20	figure 103:15,19	26:11,16,21	108:24 109:9
explanation	94:12	103:23	27:1 63:1 64:3	109:10,12,24
38:11	false 65:5 92:6	figured 15:19	64:6,12	111:15 119:18
exposure 118:16	falsehood 90:2	figures 103:23	fines 24:13,16	firesettlement
extension 56:18	92:5	file 27:9,23	62:19,20 63:4	55:22
57:1	family 14:11,19	46:17 58:22	64:11	firesettlement
extremely 88:9	14:21 58:1	70:2	fingertips 14:17	5:4 115:11
	98:14 101:18	filed 11:1 27:12	finished 94:16	firm 12:3,5 15:6
	111:1	27:19,24 28:1	95:5,5	15:7,13 28:4
F-r-a-n-t-z93:4	fantastic 49:17	29:25 31:19	fire 2:11,17,20	30:1 52:14,15
Facebook 3:18	49:23	32:10 36:13,16	10:23 11:5	65:19 67:14
4:24 5:2 14:15	far 29:8 117:19	57:21 68:4	20:4 21:13	77:25 79:3
27:7 29:7 36:5	fashion 13:5	69:20	22:3 23:11,16	88:2 115:13,14
55:6 57:8 70:8	fast 102:15	fills 53:7 117:7	25:9,21 26:25	115:18 122:23
78:13 89:24	fastest 84:2	film 31:10 121:4	29:20,24 31:25	firm's 12:7
90:4,9 91:2	favor 6:6 9:1	filmed 31:9	32:9 35:18	firms 3:4,11
92:8,21 95:15	90:23 98:9	final 46:18	40:12 44:16,19	9:24 15:2,20
118:7 119:15	favorable 85:16	51:22 73:8,9	44:19,20,23	47:21 53:13
Facebook.com	feasible 95:21	73:10	46:25 47:19	96:10 117:17
115:12	federal 45:25	finalized 63:18	51:5 52:17	120:5,20
facility 31:5	53:1 61:14	114:24	56:2,2 57:24	first 2:25 3:12
65:20 68:20	80:11	finalizing 72:6	58:1,18 61:1	12:8 15:14
117:10	fee 46:17,18	89:12	62:6,9,22	37:16 42:23
fact 18:9,11	feel 7:14 9:15,20	finally 80:9	63:10 64:1,13	44:25 45:6
19:10,17 20:11	14:20 17:19	financial 5:15	66:18 67:23	68:18 72:21
20:16 29:6	57:4,18 78:23	18:18 20:20	68:15 69:4	74:12 75:6
31:23 51:2	117:1 119:13	21:1,12 22:25	75:8 76:22	79:15 97:2
74:18 79:13	119:14 120:22	26:5 41:24	79:11 81:2	99:12 100:1,10
85:9 92:16	fees 20:19 22:24	43:15,19 58:3	82:18 95:16,18	120:18
95:2	45:23 46:2,3,5	59:11 60:23,24	96:2 98:6	five 2:22 9:24
factored 105:7	46:16,23 47:22	63:13 68:14	100:1,3,10,11	16:5 96:16,17
106:7 107:17	48:21 49:11,13	74:2 75:10,23	100:20,20,21	114:18
factors 18:21	49:24 58:15,21	financially 61:3	101:8 102:10	five-member
99:25 100:17	feet 81:16,17	109:11,19	107:2,16 110:5	26:23
102:1	fellow 36:2	122:13	110:12,20	flames 110:6
facts 60:16	104:6	financing 89:16	111:4,15,21,23	Flamingo 117:8
		l	<u> </u>	<u> </u>

				Page 132
117:9	fortunate	120:2	20:12 21:13	77:12 81:5
flash 119:8	101:13 116:15	friend 12:3	25:4 35:8 43:8	96:17 99:22
flat-out 8:21	forward 4:15	13:21 33:10	56:16 61:18	108:5 114:5
14:12 92:18	7:3 13:9 14:22	61:7 62:4,12	73:23 97:10	120:25
flavor 23:8	38:14 39:20	64:17 98:20	109:8 118:16	given 51:6 95:25
floating 14:14	44:7 83:1,8,15	113:18	121:12	gives 87:5
flowing 81:21	83:15 121:12	friends 93:25	121.12	giving 15:18
fluctuation 7:12	forwarded	118:7	G	53:25 56:18
FNET 34:18	13:17	front 45:11	game 54:6 69:2	57:1
focus 2:15 82:13	fought 113:17	80:18 97:24	gas 1:5 52:16	glad 44:24 53:15
focused 4:19	found 33:25	116:1,2	78:2	98:2
44:21	35:16 45:11	fuel 98:23	Gavin 35:25	global 43:20
focuses 2:17	48:15 104:4	full 57:19	66:3	go 2:24 3:25 5:4
folks 2:1 10:13	four 9:24 25:6	fully 9:16,16	Gaylin 99:13	6:23 7:14 8:14
12:12,20 37:22	78:9	57:14 112:6	general 24:11	9:5 10:15 15:6
44:3,18 47:18	four-bedroom	120:23 121:8	26:21 65:20	17:3,15 23:7
48:11 50:12	101:17	functions 35:7	77:13	27:9 29:2,6,14
51:20 52:15	Fourth 75:14	35:11	generally 79:18	32:11 33:12
53:16,20 60:13	Fran 29:9 36:16	fund 5:14,18	80:10	36:20 37:12
70:20 71:3,11	78:12	16:15,24 23:17	generate 51:15	41:5 45:19,20
79:7 80:4,17	franchise 48:1	23:21 24:11	generated 51:13	50:5,7 55:22
97:2,13 111:24	Francisco 40:2	26:21 54:18	generation	56:6 63:8
111:25 112:2,5	45:19 67:1	55:25 56:6,11	115:14	68:14 74:6,6
111.23 112.2,3	113:8	57:5 61:17,22	gentleman 27:5	74:11 75:21
113:1,5,16	Frank 61:7 62:4	62:2,3 63:11	34:3 67:13	78:15 89:20
follow 17:9	frank 01.7 02.4 frankly 3:17	89:17 91:13	104:25	95:11 99:9,11
31:22	60:7 66:14	94:4,7,13	gentleman's	102:1 105:2,8
	88:21 116:13	112:6 119:10	33:22	107:11,24
following 26:19			gentlemen 2:23	,
72:25	118:6 frantic 100:6	funded 41:3	13:19 43:9	108:6,13,16
football 69:2		59:1 75:20	66:16	110:8 113:8
forbid 56:19 force 22:19	Frantz 2:6 3:6	77:2 119:12	getting 3:24	120:9
	6:17 10:14,16	funding 5:25,25	4:11 14:4 23:3	goal 51:3,4
forced 8:1	15:10 40:25	18:2 55:15,16	33:9,12 37:4	goals 18:25
foregoing 122:5	41:1 42:7 70:7	57:25 58:6	38:22 39:2,4	God 56:19 96:24
forgot 42:5	70:18 92:19,25	89:17 97:17	42:12 43:6	121:11
forgotten 60:9	96:9 108:1	118:10,17	44:11 45:1	goes 9:6 11:11
form 26:21	113:11 115:16	119:6	82:7,18 85:19	13:6 25:4 53:5
formally 64:25	116:9	funds 23:22 26:1	103:17	54:16 74:21
114:13	Frantz's 52:15	33:13 67:10	Gibbons 98:20	106:6 113:4
former 29:10	free 9:20 114:18	75:1,11 94:17	give 2:22,23 3:2	going 2:25 3:9
33:8 34:4 52:6	117:1 119:13	94:22	7:16 13:14	3:12,13,19
formula 74:5	119:14	further 76:8	14:1 25:9,15	6:25 7:6,6,16
76:20,25	freedom 79:22	110:10 122:10	37:22 49:17	7:23 8:12,12
forth 25:1 26:12	frequent 67:6	122:12	56:5 60:17	8:14 9:9 10:10
26:14 30:1	frequently 60:13	Furthermore	62:4 71:25	12:15 13:13
31:13 32:24	62:14	76:4	73:23 76:22	14:10,15 17:12
49:7 69:21	Friday 36:13	future 5:8 13:10	13.43 10.44	18:4 19:6
		•	•	

				1490 133
21:18 22:3	21:22 22:21	102:12	117:14	hardware 35:4
24:17 25:12,13	23:1,14 24:9	groups 76:15	Hamburger	harm 110:19
27:2 28:9,10	25:2 28:17	87:2	121:4	harmed 111:2
32:24 33:21,24	32:5,5,9 33:10	grow 33:12	hammer 56:12	111:24 112:1
34:3 35:16	33:14 40:11	61:22 74:20	hand 7:10 41:14	hashed 89:22
36:17,22 37:13	42:4,23 44:7	guarantee 7:7	54:23 65:17	he'll 104:7
37:14 39:2,14	50:3 55:10	80:7 85:25	76:4 108:9	head 14:16
39:15,16 42:14	61:12 62:12	86:1 97:15	handle 40:25	60:18 63:19
42:17,19 43:1	64:14 71:8	guaranteed 79:5	110:1 111:17	healthy 82:10
43:3 44:7	73:25 75:25	79:13,14 85:12	handled 10:20	hear 9:2 40:18
46:22 48:23	82:10 83:8	guarantees 79:9	49:16 50:19	49:11 73:5,9
49:11,20,25	89:5 93:24	Gubner 67:21	52:17	heard 38:16
50:4,5,7,12	99:18 104:2	Guerra 3:5 9:20	handling 54:7	42:7 53:23
51:12,20,25	115:19 116:8	28:4 29:21	hands 50:24	71:8 98:16
54:12,21 56:8	117:24 120:16	30:5,11,13,18	happen 6:8 13:6	103:3
56:21 57:5	goods 106:6	30:21 90:14	27:2 39:15	hearing 7:5,18
59:1,13,18	Governor 19:7	guessing 20:22	56:9,21 57:12	8:8 39:19
61:2 63:5 64:1	22:17 35:25	guide 103:24	61:2,3 63:22	42:18 49:7
64:8,9 70:1,2,2	64:20 104:9,21	guilty 62:24	79:19 85:25	65:2 66:4
70:3 75:8,21	109:5,19	Gump 67:18	96:25 108:19	95:19 96:19
75:22,22 78:9	117:11	guru 42:2	112:21	116:1,2 118:5
80:10,10 81:6	Governor's	gusset 29:19	happened 5:10	hears 38:12
81:21 85:3,11	22:21	guy 15:6 33:21	15:14 16:5	heart 82:25
85:13,15,24,25	grab 108:4	35:1,16 66:3	23:9 27:4 32:8	111:2
86:1,11 87:17	granted 22:13	71:6 103:13	33:13,23 36:3	heartbreaking
88:6,7,8,11,13	46:13	guys 14:16	36:19 38:25	82:1
88:14 89:7,13	granting 33:4	25:10 36:21	114:12	heck 8:4
92:9,9,10,11	49:1	37:20 63:7	happening 4:1	hedge 91:13
94:21,23 95:6	gravidum 107:8	64:7 67:20	22:20 36:8	94:17,22
97:4,5,6,8,9,16	great 10:19	119:2	84:12,20 100:3	held 41:20 59:8
97:17 99:4	43:10 54:2		happens 55:7	65:18 70:21
102:9,14,14	57:6 80:24	H	56:12 58:5,10	75:12
104:17,24	93:21 102:3	habitats 81:22	59:15 80:25	Helen 36:4
105:20,24	105:3 107:7,13	half 31:20 34:21	100:19 109:3	hello 42:6
106:16,17,24	109:21 118:8,9	34:22 54:7	109:13 115:4,9	help 93:18
107:3,4 108:5	118:10	59:10 65:14	118:17	helped 61:13
111:6 112:2	Greg 93:23,24	76:24 83:22	happy 30:25	91:11,12
113:7,12,20	grid 22:19 24:3	117:18,18	39:17 65:11	helping 14:22
114:22 115:2	24:4,8 109:10	hall 1:9 28:19	83:10 99:17	41:25 43:16
116:1,24	grossly 35:21	31:7,12 40:17	hard 50:11	46:24 71:12
119:15,16	ground 82:12	40:21 69:11,14	51:21 63:6	116:15 121:4
120:4,5,12	grounds 17:21	78:1,8 90:10	74:25 109:5	helps 15:3
gold 83:7	group 10:19	93:23 94:2	112:4 114:23	heroic 113:16
Goldman 43:25	29:21 30:12,19	116:3 119:17	119:14	hesitate 111:9
88:4	38:2,14 56:3	halls 9:18 15:5	hardening 22:20	hey 13:20 14:25
good 2:1 9:6	63:20 90:14,19	28:23 78:5	24:3,4,8 109:9	17:17 20:7
12:4 14:2	90:19 91:9	90:11 117:10	hardest 99:19	25:11 27:15
			<u> </u>	<u> </u>

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 43 of 61

				Page 134
28:4 37:18	114:13	5:7 20:9 37:22	Improperly	indict 62:21
40:16 42:4	honors 80:19	48:8 84:22	27:16,21	individual 15:12
55:7 60:10	hope 61:22 70:5	99:3 109:8	improve 20:6	29:20 30:14
68:13 73:22	79:3 90:2	ideas 11:21	59:20,24 60:2	72:8 98:12
107:8	91:22 98:16	ignorance 60:16	60:7,11,14,15	113:25 114:8
high 35:21	104:18 110:23	ignore 119:16	67:5 76:8	119:25
high-tech 35:11	117:20 118:25	immediate	95:17 96:3	individuals 52:4
higher 76:24	hoped 42:11	77:20	98:5	54:8,20 66:24
highest 48:10,15	hopeful 76:7	immediately	improved 35:10	75:22
70:15	hopefully 8:6	41:13 75:4	60:18	influx 120:4
highly 34:2	13:5 47:2	76:3 110:12	in-person 28:18	information
104:5,5	74:25 96:8	impact 103:8	77:25	9:14,18 10:1
hinted 50:4	horizon 97:6	imperfect 39:13	inaccurate	14:4,17,20
hire 15:13 48:2	horrific 56:19	implant 53:5	44:21	15:18 29:4
	81:19	implementation		32:1 37:4,5,6,7
49:2 63:19		19:25	inaudible 44:13 109:1	37:8,10,12
77:11 102:14	host 111:25 Hotel 117:9	importance		, , ,
hired 43:20,22		_	incentivize 18:6	44:12 45:25
49:24 50:13	Houlihan 41:6	53:20	included 25:21	55:23 72:14,24
70:20 71:11	43:20 44:1	important 12:12	62:21	77:24 78:6
75:15,17 88:3	50:15 70:20	16:8 20:12	includes 37:19	82:17 86:8,15
104:25	71:11 75:15	21:14 25:9	47:19	93:15 98:13
hiring 71:7	hour 36:22 47:8	45:4 46:1,10	including 14:11	111:14 115:20
history 18:14	47:13	47:16 49:10	20:3 22:1	117:15 119:20
40:6 104:2	hours 27:19	50:9 51:24	34:25 35:6	119:25 120:3,6
118:1	31:20 59:22	52:21 53:14	46:25 53:3,9	121:8,10
hit 105:9 119:13	89:6 117:18,19	55:19 63:15	inclusive 58:25	informed 9:16
hold 11:21,22	120:12	66:21 71:24	income 104:12	9:17 78:23
42:13	house 100:10	74:7 75:4 79:6	increase 23:24	120:9,23 121:8
holder 30:19	113:18,19	80:5 82:9	24:5 70:11,13	121:10
holding 15:5	household	83:16,16 84:5	77:3	infrastructure
70:12 117:13	106:23	86:5,10 87:12	increasing 74:20	35:13
home 13:23	houses 107:9,13	88:18 89:1	incredibly	infrequent 67:8
65:21 100:4,23	housing 101:11	93:9,10 96:5	100:24	Infuse 53:4
101:14,17	Houston 122:24	98:17 114:12	incurred 20:19	initial 33:4 51:9
homeless 82:8	human 81:18	importantly	22:25	55:7 75:7
101:14	hundred 32:14	42:10 54:9	incurs 46:20	85:22
homelessness	41:9 65:7 76:1	61:15 62:1	indebtedness	initially 60:19
81:11 84:2	hundreds 26:4	impose 25:25	26:3	initiated 22:9
homeowner	hurry 77:20	imposed 19:16	indemnified	initiative 24:3
105:19	hurting 39:16	26:11,13	11:5	injured 110:5
homes 40:7 84:3		imposes 23:19	independent	injury 110:10
84:4	1	impossibility	43:21	input 72:13
homework	I.15-08-019	17:14	indicated 26:7	insane 7:13 8:15
77:21	19:19	impossible	96:9 112:20	38:4
honor 2:7	i.e 16:25	97:20	indication 5:15	insecurity
112:14	ID 93:7	imprecise	indicative	101:11,15
Honorable	idea 4:19,21 5:6	101:25	112:11	inside 37:4
	<u> </u>	l	<u> </u>	l

				Page 133
insider 37:9	66:6,7 67:14	86:21 91:13	103:12,17,23	50:6 51:2,19
insignificant	67:15	97:24	Johnson's	52:3,5,17,20
65:16	introducing	item 106:24,25	104:23	114:1 115:1,6
insisted 60:22	44:14		joined 24:18	
104:21 109:19	introduction	J	33:17,23	K
insolvency 16:25	44:10	jacked-up 19:7	joint 57:20	Kane 29:9 78:12
institute 20:2	introductions	Jake 102:20,20	Jointly 1:5	Karen 105:3
institutions 5:16	68:21	James 48:2	joke 92:3	Katy 88:10
60:24	inundated 82:16	JAMS 52:9 67:2	Jones 66:15 67:2	keep 4:1,11 7:4
instruct 87:4	invaluable	January 85:5,5	67:13	8:20 10:10
instrumental	53:20	99:1	Jordan 54:5	12:15 14:5
52:10	investigation	Jason 36:4	Jose 4:22	59:24 62:11
insurance 43:4	21:20,22 22:2	JCCP 2:10	Journal 53:10	83:17 90:15
60:25 62:10,11	investigations	Jeff 67:16,19	53:10	104:16,17
62:16 68:10	20:2 22:1	Jerry 2:6 4:3,5	journals 53:9	121:7
74:23 76:15	investment 41:6	7:1 11:3,19	JPMorgan	keeping 6:25
101:10 113:15	43:21,24 50:14	15:8,9 55:4	43:25 88:4	kept 32:6 80:21
insured 113:14	75:15 76:21	84:6 89:4 93:8	judge 16:9,17	Kevin 54:5
integrated 35:6	77:10,11 87:23	99:16 102:3	21:3 22:8	key 16:20 35:7
integrity 38:2	88:12	105:8 107:7,11	24:19 27:15,23	44:11
48:15 52:5	investor 97:7	112:4 113:11	28:18 29:5	kids 82:12
intelligent 42:19	investors 70:14	116:8,12 117:3	31:12 32:9	Kincade 20:4
intent 18:5	invitation 27:7	Jerry's 89:5	36:9 45:11	22:3 112:23
113:25	invited 27:8	Jim 2:6,13 3:6	46:2 64:10	113:2,12,21
interest 30:6,7,8	30:24	6:17,20 10:12	66:19,20 96:6	kind 2:23 3:11
51:13,14 53:19	involuntary	11:25 15:10	96:7 113:4	7:22 8:22 10:2
54:13,19,19	62:25	40:25 42:7	114:13 116:1,2	16:4 36:19
62:3 91:18	involved 3:1 4:8	70:7,17 92:19	judges 48:25	38:2,22 39:11
94:19	52:12 54:21	121:1	80:11,18	42:2 45:24
interested	58:15 79:21	job 49:17,23	Judicial 67:3	56:18 57:4
122:13	involving 22:2	59:24 64:24	Judy 92:21,23	73:4 91:6 92:3
interesting	66:4	71:12 77:23	Julian 33:10	101:11,19
81:10 89:23	iPhone 108:8	88:12 115:20 119:18,19	61:21	103:15 106:19
115:25	irresponsible	· · · · · · · · · · · · · · · · · · ·	June 11:18 17:2	kindergarten 101:5
interests 6:13	84:12	120:1,7 Joe 2:3,13,18	17:7 18:8	kinds 101:5
interim 33:24	issuance 22:16	3:5 6:21 9:12	33:19 43:7	Kirk 95:14,20
34:5	88:6	37:16,22 39:25	56:23 94:15	99:4 119:2
internal 10:2	issue 5:25 20:17	81:9 82:3	112:18 119:9	knew 28:8 63:4
internet 14:15	22:14 32:2,17	83:24 84:1,7	jurisdiction 23:4	87:17,20
92:3,4,14	49:18 56:25	110:1 111:11	54:24	Knighthead
intervention 96:24	62:13,15 64:3 82:9 87:14	115:18 117:10	jurist 45:10 52:6 52:7	66:8,10 67:7
interviewed	82:9 87:14 88:17 89:1	121:1	jurists 53:1	know 2:22 4:9
34:24 63:21	98:4 106:10	John 66:11 72:4	justice 45:9	6:18 9:13,25
71:8	issued 32:10,13	98:20 103:7	46:11,15,24	9:25 11:19
introduce 12:1	109:4	114:14	47:1,6,8 48:7	14:3 15:11
introduced 66:2	issues 19:17,21	Johnson 33:17	48:12,14 49:2	17:23 24:19
introduced 00.2	133463 17.17,21		70.12,1449.2	

				Page 130
25.11 14 27.2	60:24 65:18	leaders 81:22	22:2 88:9,17	34:11 51:14
25:11,14 27:3			line 3:7 4:3 6:21	
27:6,22 35:1,8	90:19 103:13	leadership 104:8 learned 100:4		52:24 82:12
35:20 39:24	118:1		9:4 12:14,21	83:13,13 86:20
41:2 42:13	lastly 3:18 29:15	leave 92:9	13:2,11,14	96:4 106:23
43:12,14 48:5	late 78:25	leaves 96:21,22	14:8 15:17	107:3
53:13 54:3,15	lately 37:23	Lebron 48:2,6	16:10,18 23:6	live 27:7 29:7
55:7 56:15,17	law 9:24 12:2	led 35:20 36:9	32:4 35:15,23	36:25 78:13
59:4,5 65:25	15:2,6,13,20	61:5 94:2	43:14 44:15,22	81:12 82:4,5
66:21 68:10	16:9,17 21:3,4	legal 37:19	48:24 52:5	82:22 95:11,12
73:22 78:13	22:7,8,23	40:19 53:9	54:4 59:15	99:8
82:6,6,7,11	24:19 30:1	80:19 81:17	65:12 99:3	living 82:20,21
83:25 84:18	53:10 64:10	110:17,20	112:5,16	82:21 83:21
85:2 88:10	79:3 96:10	116:15	lined 91:21	101:16
89:4,12 91:8	106:13 117:17	legalese 33:6	lines 13:13	local 20:7 48:24
92:1,1,4 93:16	120:5,20	legend 34:15	link 31:10,12	locations 68:24
99:4,13 100:6	lawsuits 33:6	legislature 18:6	34:11 69:21	log 87:6
100:9,22 101:3	lawyer 2:2 13:22	109:5	links 69:8,14	Lokey 41:6
101:5,12,14,15	33:11 36:15,15	legitimate 85:10	liquidate 41:13	43:20 50:15
102:6,20 103:7	67:18 72:12,12	lend 71:23	44:2 76:3	70:21 71:11
104:1 105:3	72:22,25	length 51:7	liquidated 40:24	75:15
107:11 108:18	107:22 110:25	lesser 62:21	41:21 70:22	long 23:5 31:19
109:9 110:4,8	111:5 114:19	let's 6:19 10:10	75:13	38:17 54:3
110:23 112:4	115:15,16,17	46:9 47:5	Lisa 55:5,11	64:21 82:25
113:11,22	115:19,21	96:16,21 99:8	57:7 58:8	120:13
114:7,19,20	lawyers 2:3,4	115:5	59:19,22 64:15	long-term 20:18
115:1,5 116:10	3:1,13,22 8:13	letter 31:11	65:9 68:16	22:14
116:12,14,23	8:13,17,23	79:25	70:5,7 89:24	longer 23:16
116:25 117:8	9:25 10:11,19	letters 28:20	90:3 91:4 92:2	81:20 111:10
117:10,13	10:22 29:9	78:3 101:5	92:2,8	look 5:24,24 6:2
knowing 84:8	33:11 45:16,22	leverage 7:19,24	Lisa's 91:1	17:3 25:18
92:6	46:3 49:16,22	8:2,3 62:15	list 10:2 53:5,6	27:2 29:3,5
known 66:4	54:21 60:6	liabilities 22:5	Listen 40:1	42:24 46:14
108:25 115:14	66:14 71:24	liability 22:4	listened 64:15	47:7,14,23
knows 38:12	77:23 78:12	55:1 63:2	listening 83:20	48:21 49:3
91:4 92:2	79:11,12,23	Liccardo 4:21	114:6	52:2 55:20,21
71.7 72.2	80:6,16 82:18	licensed 76:21	lists 3:3	55:22,24 56:16
L	90:20 91:11	77:11	literally 100:9	57:23 60:4
L.L.P 2:9	93:25 97:22	lies 8:21	litigate 29:13	62:24 68:8
lack 4:20 82:10	98:9 112:3,14	life 26:4 100:21	litigated 89:22	90:20 92:17
ladies 43:9	113:2,23 115:8	100:25 101:7	0	
Lahoud 67:14	, and the second		litigation 2:11	95:15 99:24
67:15 68:7	116:14,20,21	light 18:14,16,18	10:21,23 44:22	100:16 101:20
large 47:24,24	117:16	18:21 33:3	44:23 49:23	111:6 115:10
49:11 57:13	laying 82:11	lights 104:17	51:7 53:3 58:9	121:11
112:8	lead 63:20	Likewise 75:17	61:18	looked 10:25
largely 113:14	104:20	limitation 55:1	litter 81:18	111:5
	leader 62:5	limitations 33:2	little 9:3,3 18:10	looking 13:9
largest 2:5 40:6	104:1	limited 20:4	18:10 33:20	14:22 39:20
	1	•	•	•

97:7 100:22 major 43:6 matters 47:11 120:24 Mikal's 5:3 looks 18:4 56:20 74:15 75:15 maximize 75:24 meetings 28:19 Mike 111:13 56:24 64:6 making 8:9 24:8 75:16,19 76:12 69:1,1,8 78:1 13:22 14:2 loosely 44:4 42:12 43:3,4,5 maximuzed 75:16,19 76:12 69:1,1,8 78:1 13:22 14:2 Los 66:15 54:23 63:22 Mayor 4:21 meets 16:16,18 71:20 90:6 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 mean 7:13 21:2 111:1 million 23:11,2 loss 26:4 99:21 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13, 97:4 103:21 meaning 26:6 47:3 48:13 50:1,1,3,5 51 lost 100:23,23 managing 2:8 94:15 50:15 64:2 61:13,15,16,2
looks 18:4 56:20 74:15 75:15 maximize 75:24 meetings 28:19 Mike 111:13 loosely 44:4 making 8:9 24:8 75:16,19 76:12 69:1,1,8 78:1 13:22 14:2 loosening 56:21 42:12 43:3,4,5 maximum 63:1 78:21 92:12 57:7,11 71:10 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 management 34:22 50:4 member 30:12 102:25 115:1 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, 105:21 103:21 16:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 12:2 94:15 50:15 64:2 61:13,15,16,2
56:24 64:6 majority 10:20 maximized 31:12 68:25 Miller 2:3 3:6 loosely 44:4 making 8:9 24:8 75:16,19 76:12 69:1,1,8 78:1 13:22 14:2 loosening 56:21 42:12 43:3,4,5 maximum 63:1 78:21 92:12 57:7,11 71:10 Los 66:15 54:23 63:22 Mayor 4:21 meets 16:16,18 71:20 90:6 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 mean 7:13 21:2 member 30:12 million 23:11,2 loss 26:4 99:21 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13, 97:4 103:21 meaning 26:6 47:3 48:13 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 50:15 64:2 61:13,15,16,2
loosely 44:4 making 8:9 24:8 75:16,19 76:12 69:1,1,8 78:1 13:22 14:2 loosening 56:21 42:12 43:3,4,5 maximum 63:1 78:21 92:12 57:7,11 71:10 Los 66:15 54:23 63:22 Mayor 4:21 meets 16:16,18 71:20 90:6 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 mean 7:13 21:2 111:1 million 23:11,2 loss 26:4 99:21 32:16 66:9,10 54:11 59:6 60:12 66:17 24:2,6,11 25: 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, 97:4 103:21 116:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
loosening 56:21 42:12 43:3,4,5 maximum 63:1 78:21 92:12 57:7,11 71:16 Los 66:15 54:23 63:22 Mayor 4:21 meets 16:16,18 71:20 90:6 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 mean 7:13 21:2 member 30:12 million 23:11,2 loss 26:4 99:21 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13, 97:4 103:21 meaning 26:6 47:3 48:13 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
Los 66:15 54:23 63:22 Mayor 4:21 meets 16:16,18 71:20 90:6 lose 58:23 70:1 McNicholas 30:2 94:7 98:21 100:20 manage 75:24 42:8 member 30:12 102:25 115:1 losing 58:17 managed 45:22 mean 7:13 21:2 111:1 million 23:11,2 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,7 97:4 103:21 meaning 26:6 47:3 48:13 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
lose 58:23 70:1 McNicholas 30:2 94:7 98:21 losing 58:17 managed 45:22 mean 7:13 21:2 member 30:12 million 23:11,2 loss 26:4 99:21 management 34:22 50:4 members 29:10 24:2,6,11 25:2 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,3 97:4 103:21 meaning 26:6 47:3 48:13 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
100:20 manage 75:24 42:8 member 30:12 102:25 115:1 losing 58:17 managed 45:22 mean 7:13 21:2 111:1 million 23:11,2 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, 10sses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,3 97:4 103:21 116:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
losing 58:17 managed 45:22 management mean 7:13 21:2 34:22 50:4 members 29:10 million 23:11,2 24:2,6,11 25:24 24:2,6,11 25:24 25:4,16 26:20 99:21 100:24 105:23 111:4 losses 11:6 12:24 97:4 103:21 lost 100:23,23 lot 8:4,16 14:14 66:11 67:7,9 104:14 107:7 101:18 103:21 mentioned 38:1 16:21 mentioned 38:1 50:1,1,3,5 51 16:21 meaning 26:6 47:3 48:13 51:16,17 53: 61:13,15,16,2
loss 26:4 99:21 management 34:22 50:4 members 29:10 24:2,6,11 25:2 99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, 10sses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,3 97:4 103:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,3
99:21 100:24 32:16 66:9,10 54:11 59:6 60:12 66:17 25:4,16 26:20 105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13, 97:4 103:21 116:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 47:3 48:13 51:16,17 53:16,
105:23 111:4 66:11 67:7,9 71:4 97:9 67:22,24 69:3 41:10 45:14, losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,3 97:4 103:21 116:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,3
losses 11:6 12:24 67:17,19 104:14 107:7 101:18 45:22 49:13,3 97:4 103:21 116:21 mentioned 38:1 50:1,1,3,5 51 lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
97:4 103:21 mentioned 38:1 50:1,1,3,5 51 meaning 26:6 47:3 48:13 51:16,17 53: 61:13,15,16,22 94:15 50:15 64:2 61:13,15,16,22
lost 100:23,23 managing 2:8 meaning 26:6 47:3 48:13 51:16,17 53: lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,3
lot 8:4,16 14:14 12:2 94:15 50:15 64:2 61:13,15,16,2
23:10 25:10 manner 75:10 meaningful 72:11 74:14,22 61:25 62:19,5
27:5 31:2 manslaughter 74:19 75:14 79:17 63:1,4 64:11
33:15 36:1 62:25 meaningfully 97:19 65:18,19 75:
37:9 39:15 March 28:6,10 74:14 Merit 122:3 85:4,5 113:15
42:20 48:1 28:12,24,24,24 means 12:19 mesh 53:4 million-dollar
55:11 56:8 57:22 68:6,12 14:8 21:7,9,17 message 11:7 25:25
59:6 82:7 83:9 78:8 96:8 46:21 58:7,10 82:14 mind 8:20 22:1
86:21,23,25 margin 74:9 59:1 88:20 messed 44:14,15 79:4 80:5
94:18 101:25 Mark 43:22 106:21 met 33:19 66:23 83:17 86:17
106:11 110:4 63:19 70:19 measure 106:2 71:6 90:16 91:16
110:11,12,22 71:4,7,10 106:13 107:1 Michael 54:5 118:22
118:6 75:17 121:4 mechanism 66:12 67:18 mine 14:7 27:2
lots 41:13 market 75:10 51:10 mid 96:7 minute 2:23
Louisiana 122:2 77:13 79:19 media 94:2 middle 98:22 7:23 38:22
122:20 105:6 106:5,7 mediated 32:20 Mikal 2:2 4:7 93:12
Lounge 117:9 106:14,17 mediation 36:9 6:15,24 9:11 minutes 27:14
love 29:5 101:5 107:1,4,15,16 36:10 67:3 10:17 11:3 27:23 89:7
115:21 107:18 mediations 12:8 14:2,23 95:13 99:8
loved 100:11 markets 26:6 66:25 68:25 15:8 44:8 45:3 117:19 120:1
lower 76:24 105:16 mediator 52:25 49:17 54:1 misconception
lucky 12:18 Martindale-H 66:20 56:10 59:3 90:9
lying 92:18 53:11 medical 110:9,9 66:17 70:18 missed 90:13
mass 53:3 110:16,20 73:17 80:22 misstatements
M master 53:1,8 111:7 75:17 66:22 misstatements
magic 99:5 match 63:3 Medtron 53:4 89:25 90:6,10 mistake 112:10
magnificent matched 24:15 Meek 36:4 91:8,12,13,14 mistruths 8:21
71:12 matching 75:1 meet 17:5 64:9 91:24 92:15,16 mitigate 118:1
mail 117:6,7 material 37:6 meeting 26:24 92:25 94:5 mitigating 35:
main 11:7 55:12 math 82:24 28:12 31:16,18 95:9,23 98:2 mitigation 25::
105:19 matter 46:6 40:17,21 69:1 98:15 121:14 modification
maintained 62:9 122:8 69:14 116:20 121:15 26:8,20

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 47 of 61

modifications 46:9 50:13 35:22 79:8 108:24 109:3 73:5 16:11 23:18 83:1,14,15 103:25 111:4 109:15 113:18 obligation modified 21:15 moving 38:14 negotiate 25:12 119:3,6 121:7 117:14	
16:11 23:18 83:1,14,15 103:25 111:4 109:15 113:18 obligation	li li
, ,	
mounted 21:13 moving 30:11 negotiate 23:12 117:3;0 121:7 117:11	
modifies 23:4 48:19 83:4 25:13 61:13 news 23:14 obligations	
moment 112:24 96:25 91:11 98:25 38:24 48:24 24:22	
Monday 16:7 Mule 66:12 negotiated 14:9 119:7 obtain 43:7	
23:13 27:12 muted 6:18 22:17 41:16 Newsom 35:25 60:22 74::	
32:4,5,6 64:5 mutual 13:25 49:15 58:2 109:19 96:11	23
64:22 108:10 mutually 48:16 66:6,16,23 Newsom's 22:17 obtained 58	3.2
money 5:18,21 — 74:10 76:6 64:20 76:14 90:	
8:11 11:12 Newsome 36:10 obvious 103	
24:4 39:3 40:6 name 27:5 30:1 84:23,23 66:19 obviously 1	
43:7 45:12,15 33:22 36:15 negotiating nine 21:5 41:9 56:13	
50:23 51:4,13 67:13 92:20,21 43:23 60:6 nobody's 15:7 75:25 94:	
52:13 54:16 named 66:3 61:7,9 64:20 42:15,15 99:20 100	
58:17,23 59:15 narrative 67:5 nonpublic 37:7 100:22	,,12
67:10,25 73:15 101:21 negotiation 7:22 nonsense 92:5 occur 96:15	,
81:1,5 84:3 nation 52:7,10 59:6 60:1,9 119:5 108:24	,
94:21,23,24 National 53:10 62:5 normal 34:6 occurred 5:	.10
97:15 109:8,18 nature 25:22 negotiations 117:6,8 68:24	.1)
moneys 45:7 31:13 60:21 61:5 North 2:10,11 occurring 6	56.25
51:8 53:17 nbcbayarea.c 63:20 66:9 2:16 9:22 October 2:1	
79:9 48:23 67:17 68:24,25 13:24 44:18 10:24 66:	
monitoring nd 40:22 84:10,12,25 48:24 102:11 OES 25:13	_
20:15 88:3 near 82:5 91:10 111:23 offense 62:2	22
monopoly 34:13 121:12 neither 23:2 NORTHERN offer 59:9 6	
74:18 nears 42:11 30:18 90:13 1:1 offering 68	
Montali 32:9 necessary 5:14 122:10 note 46:1 47:16 84:3	. /
66:20 96:6 17:21 46:17 network 35:6 48:13 74:7 office 22:17	7 21
97:24 116:1 49:6 75:11 neutral 19:4,9 75:4 61:10 64:	
month 96:14 121:10 22:18 73:3,5 noted 17:18 93:3	20
monthly 46:17 need 14:16,21 89:21 notes 65:19,19 officers 19:	15
months 43:1 35:1 39:7,8,8 neutrals 73:9 notice 29:25 40:9 77:7	
51:15 64:19 52:2 56:9 75:4 never 4:22 5:10 November 2:17 offices 67:2	
114:18 76:18,21 77:24 53:6 62:24 66:25 official 30:1	*
morning 27:12 83:2,3,3,8 86:8 64:17 66:6 number 2:5 4:18 officials 45:	
27:25 28:1 86:15 108:3 90:25 91:4,20 11:16 13:1,16 oft-repeate	
42:4 108:10 110:15,16 101:2,6 57:13 72:20 31:24	
120:21 112:16 114:21 new 17:12 19:14 73:6 77:1 oftentimes	
mortgage 65:21	
motion 27:9,13 needed 40:7 43:2 58:19 108:5 oh 15:14 11	9:6
27:16,20,24 41:22 70:23 74:22 93:7 numbers 101:25 okay 10:16	
31:21 36:14 90:1 91:3 94:16 96:23,23 Nuts 36:5 27:10 37:	
Motulsky 66:11 102:22 104:15 97:20 99:5 40:23 41:	
mouth 7:10 needle 81:18 104:7,11,18,19 O 44:25 48:	
39:21 needles 82:11 104:20 105:15 objected 114:19 71:16,20	
move 8:14 12:4 needs 34:7 35:9 106:25 108:18 objection 36:17 92:11,19	

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 48 of 61

105:17 106:9	95:7	94:17	49:24 59:12	59:14 70:23
109:21 114:3,6	options 10:25	owning 65:15	62:11 94:25	75:7,11 79:10
114:10 115:9	11:3,8,20	owns 70:10	109:25 113:12	79:15 97:16
115:25 116:11	order 11:5 16:8		113:21	106:18 118:12
117:1	16:13,23 17:4	P	parte 32:3	payable 24:11
old 29:13 38:24	17:5 18:5,12	P-F-A-S 66:4	participate	26:21
40:9 103:17	23:7,17 26:10	p.m 3:21 40:22	12:11 13:10	paying 21:19
oldest 13:21	26:18,23 27:13	68:18	16:24 68:11	109:1
onboard 39:17	27:24 29:16	Pacific 1:5 34:18	103:2 113:7	payment 55:8
once 28:22	32:10 46:12	40:22	117:1 119:9	73:10
31:24 39:9	48:3,20 49:1	page 16:23 17:5	participated	payments 61:1
68:15 86:16	53:21 55:2,14	18:4,12 24:25	27:6 29:7	79:4,13,14
87:12 98:25	56:10 58:4,20	25:3,8,18 26:9	52:14 60:20	89:15 102:6
113:3	60:24 62:21	26:17 32:18	61:4	payout 72:18
one- 101:17	80:1,18 96:11	46:14 47:7,15	participating	pays 18:2
ones 83:20	102:6,16,16	49:8 53:7	2:14 44:24	pen 108:4,9
100:11	103:5 109:11	54:25	120:5 121:2,3	penalties 23:15
ongoing 85:1	ordered 58:14	paid 8:18,18,19	participation	23:16,20,22
online 114:7	orders 33:4	14:11 29:8	89:17	24:14,16
open 21:21 26:2	78:19	42:12 45:1,8	particular 3:3	pending 26:15
56:22 68:5	organized 36:4	45:15 46:8	12:9 52:5	people 4:10,18
opens 102:17	54:9	47:6 49:15,25	77:14 105:5	4:22 5:1,18,20
operating 24:22	organizing	50:2,7 51:8,10	106:20	7:18,23 8:8,14
operations	67:10	51:17 52:16	particularly	8:23 9:7,15
33:18 34:9	original 26:8	53:19 57:15,19	80:4	10:8 11:9
35:6,14	originally 12:3	58:18 71:19	parties 26:6	12:22 13:2
opinion 40:1	outcome 122:13	73:1,7 75:9	36:11 61:18	14:9 23:10
opinions 10:21	outcomes	85:4,4,5 112:7	122:11	32:6 38:9,13
opioid 82:11	112:20	pales 45:14	partner 2:8 12:2	38:22 39:2,15
opportunity	outside 20:20,25	pandemic 117:5	13:23	40:11,18 42:19
7:16 13:3,9	22:25 104:4,19	panel 73:8	Partners 66:13	43:14 48:1
53:16,22 54:1	113:6	paper 28:5	parts 2:25 96:25	50:18,24,25
71:25 83:23	outstanding	papers 68:4	party 17:18 73:3	52:8,10,22
95:23 98:15	87:15 114:15	Paragraph	106:18 113:18	56:4 57:14
120:25	116:15	46:14 47:7,15	pass 10:3 23:25	62:23 63:7
oppose 26:7	overall 105:4,14	49:9	passed 19:6 20:9	64:15 73:14
29:8	overhaul 104:10	paramount	21:9 68:11	76:10 78:11,22
opposed 15:19	overlap 47:21	52:20	111:1	82:7,19,20,22
opposing 36:14	overseen 53:11	parent 100:15	Pat 42:7	82:24 83:2,9
opposition	oversight 20:13	Park 81:14	patient 83:18	83:10,20 85:8
27:20	22:10 46:22	Parrish 102:5	Patty 108:17	86:9,16,22,25
opt 94:9,10	51:24 54:22	part 3:12,15	pay 14:12 23:11	91:11 92:16
optimal 64:1	80:11	9:17,18 12:5	27:1 41:22	97:13 100:4,8
65:8 117:13	overwhelmingly	13:6 16:21	45:13 47:2	101:13,15
optimize 94:1	32:7	24:3 32:19	48:3,8,9,25	102:14 103:2
option 11:4	owned 65:12	35:24 40:3	56:13 57:9	104:11,19
14:12,13 94:9	owners 40:9	44:11 49:11,12	58:15,20 59:12	110:4,14,23,24
		l	<u> </u>	<u> </u>

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 49 of 61

				Page 140
111:19 112:9	20:17 21:10	98:8 100:7	35:24 36:6	89:11,12
113:11,17	22:4,9,11,13	108:5,6,9,14	42:16,20,21,21	117:21
114:1 116:7,13	22:23 23:12,20	112:14 113:3	42:22,23 43:6	police 81:23
118:21 121:3	24:7,15,17	phones 86:22,24	48:25 55:25	policies 68:10
percent 38:8,19	32:15 33:9,16	photographs	56:7 57:16,21	policy 60:25
51:15 54:10	36:6 39:1	101:3	58:6,11 59:17	political 103:4
65:13,14 85:20	42:13,25 43:2	PHYLLIS 122:1	64:16,23,25	pollutant 66:4
85:23,24 116:6	43:7 48:25	122:18	71:17 78:11	pool 21:11,12
percentage	49:15,25 50:2	picking 103:16	83:4 93:18	118:15
54:12,16	53:19 55:7,14	pie 33:13	95:15 96:19,23	portfolio 19:1
	55:16 56:5,8	piece 6:11,11	97:2,15,20	65:22
perfect 11:9,10	· ·	23:14 40:2	, ,	
performance 20:15 49:6	57:8,16,18,18		98:5,6,7 99:2	portion 55:19 58:23
	58:6,11,13,19	106:15	117:23,24,24	
period 56:24	58:20,22 60:13	PIMCO 67:20	118:3,6,10,19	portions 31:4
72:8,15,17	61:3 62:23	PJT 66:13	118:21,24	65:22
96:17 102:17	63:3 65:13	place 28:24	119:3,4,6,20	posed 65:9
112:1	67:11 70:10	33:21 41:17	119:24	position 7:22 9:8
periods 80:15	74:10,17,18,22	43:11 52:22	planned 56:17	76:8 96:3
permanent	76:23,25 77:5	62:16 79:9,24	planning 35:4,4	possessions
33:25 34:3	77:13 79:15	82:22 84:10	35:14	100:23 101:1
35:17 64:5	80:1,9,12,12	86:25 88:6	plans 4:14 11:21	106:22
permanently	80:19 84:3	95:25 98:4	play 48:6	possible 13:5
24:12,20 26:2	85:13 88:5,18	101:10 112:6	player 65:16	45:6 53:22,24
26:16,22	94:3,12,15	120:17	please 6:1,2	56:25 70:15
persistently	95:17 97:16	placed 63:2	15:12 37:10	80:18 83:3
77:23	104:4,18,19	74:13	55:20 73:24	91:17 93:14
person 39:7,21	109:3,14 112:1	places 90:9	78:24 83:17	98:1
58:14 66:22	112:6,14	plaintiff 100:2	86:7,12 120:10	possibly 9:19
100:2	113:14	plaintiffs 88:2	120:17	56:18
personal 105:23	PG&E's 18:7,12	plan 4:13,15,17	pleased 104:3	post 78:18
106:12,15,22	18:14,15,16,17	4:20,23,25 5:6	pled 62:24	119:14
107:3	18:18,20 19:13	5:7,8,14,16,18	plenty 7:3	post-petition
personally 34:23	20:15,17 21:5	5:19,22,22 6:1	plus 63:1	112:25
42:5 45:10	21:14 26:3,15	6:5,8,9 7:10,11	pockets 50:6	posted 55:5 57:7
48:14 49:16	33:23 43:24	7:12 8:5,10 9:5	POD 26:12,14	69:16
52:12 53:11	45:15,22 46:3	9:5 11:2,18,23	26:15	posting 78:19,20
62:22 118:22	57:3 64:16	12:16,17,18,19	point 11:10	121:7
perspective 14:1	74:20 77:6	12:25 13:1	12:15 25:14	posts 4:24 5:2
35:18 97:22	79:4,13,14	14:18 16:12,16	44:17 45:7	potential 7:11
persuade 92:6	103:8	16:21 17:1,11	46:9 47:5	20:6 22:2
Peter 16:9	pgeballots@p	17:13,16 18:13	48:19 49:10	potentially
Petri 61:8 62:4	93:6 108:7,13	18:15,17,20,24	51:22 66:13	109:14
PFAS 66:4	Phase 36:20	19:4,6,11 20:3	73:11,16 76:9	Power 21:10
PG&E 1:3 6:11	phone 39:6 45:5	20:8,17 21:5	79:15 81:3	powerful 50:22
10:21 16:20,24	47:21 49:22	21:15 22:15,16	96:1 98:17	PowerPoint
17:5,22,25	50:10,25 52:16	23:3 28:16	pointed 93:8	31:13 69:22
19:5,9 20:5,13	56:4 80:15	29:1,9 32:5,20	points 6:25 13:2	practices 62:10
17.5,7 20.5,15	30.100.13	27.1,7 32.3,20	Politico 0.23 13.2	P1401005 02.10

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 50 of 61

				rage rir
prayer 118:25	92:20 93:5	professionals	published 72:3	58:8,16 59:18
pre- 110:9	96:10 108:10	41:6,20 49:5	PUC 20:7	65:3,5,9 70:6,8
preceded 16:5	108:10,14	56:3 66:18	purposes 30:23	70:9 71:16,17
precisely 41:2	principal 66:7	67:23 69:5	pursuant 16:12	71:20 72:2,3
predict 42:17	principals 31:6	74:2 75:10,24	17:1 18:25	73:19,24,25
64:16	67:15 68:22	profit 70:13	26:9 27:17	78:17 79:7
predictable	prior 19:24 20:3	profits 104:12	29:18 32:25	80:5,8,23 84:5
74:18	52:14 58:6	program 19:1	55:2 74:3,5	84:6 89:23,24
predicting 64:24	84:8 95:18	53:12	76:20	93:22 94:3
predictors 97:10	101:23	progressed 4:23	pursue 17:17	95:11,12,22
preface 109:2	priority 109:1	project 13:22	77:6	99:12,18
preliminarily	private 29:16,20	projects 8:15	push 95:12	100:10 102:4
21:4	privilege 42:9	prolifically	96:12	102:19 104:23
preliminary	42:10	15:18	Push/press	105:11,12,25
17:4 25:17	privileged 10:18	prominent 12:5	36:25	106:3 107:8
26:10 27:20	probably 27:7	promised 80:2	put 3:11,17 4:15	108:17,24
70:19	29:19 58:14	properly 72:23	9:19 10:7 21:4	109:2 110:20
premature 33:1	probation 18:16	property 26:5	28:4 34:14	114:4,25
premier 44:23	problem 68:9,13	105:21,23	37:13 51:12	115:19 117:20
53:8	86:23 90:6	106:11,12,15	55:17 56:8	118:11,12
premorbid	103:21	107:3	64:12 70:3,7	119:18
110:7	problems 24:13	proposal 5:22	72:8,9 78:13	questioning
prepared 33:9	110:13	19:16 21:15	79:24 88:6	38:2
preparing 33:7	proceeding	proposals 19:22	90:3 92:5,8,11	questions 2:15
preprinted 99:7	16:25 17:6,9	proposed 4:21	95:14 97:20	2:19,24 3:8,10
presentations	19:18,23 26:19	5:8 23:24 24:6	98:4 103:15	3:16,20 4:10
69:22	proceedings	25:24 26:18,18	104:7 112:2	4:12 9:21 10:4
presently 63:17	19:20 20:2	72:19	115:6,22	10:6 11:14
president 34:9	22:1 45:24	prosecute 113:5	puts 103:21	14:7,22 15:1
98:11	122:7	protect 21:12	104:11	36:23,25 37:1
press 3:18,19	process 6:11	provide 16:20	putting 4:7 9:18	37:15 72:1
28:5 72:3	17:15 20:13	78:7 80:7	52:4 67:10	78:2,20 86:12
73:21 77:17	22:11 34:5	97:15 120:3,5	92:13	89:8 94:3
pressure 56:8	36:9,10 43:23	provided 31:15	92.13	95:11 99:7,9
71:9	46:5 47:2	72:24 119:25	Q	99:11 115:22
pretty 78:16	49:14 50:13,19	provides 13:3	quality 48:10	116:18,22
103:11	51:21,25 52:1	provides 13.3	quarter 53:7	110:16,22
prevent 21:23	71:22 72:4,7	40:6 97:14	quarterly 28:20	120:24
22:20 41:18	73:12 80:20	provision 28:15	78:3	quick 51:21
109:10	111:8	provisions 85:21	quash 32:22	108:5
		-	question 10:3	
previously 32:18 94:5	processed 102:12	proximity 100:1 public 17:3 21:6	37:1 39:18,25	quickly 6:7 13:17 47:2
		21:16 45:9	40:15,23 41:24	50:13,19,23
price 109:4,15	processes 20:14 117:6	65:1 78:13	43:12 44:25	, ,
prices 107:5			45:4 50:3	53:22,23 58:13
primary 13:14 Prime 5:4 55:23	procured 28:17	90:11	53:15 55:5,5	72:20
86:21 87:6	procurement 19:2 29:14	publicly 68:3 74:16	55:11 57:8	quite 14:5 47:10 87:18 90:8
00.21 07:0	17.4 47.14	/4.10	33.1137.0	07.10 90.0

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 51 of 61

	ī	1	1	I dgc 112
quote 26:2,21,22	realistic 97:21	25:24	22:8	renegotiation
31:23 32:3	99:6	recognize 45:7	Registered	89:13
40:13	reality 65:6	recognized 53:8	122:3	Renewables
quotes 26:6	118:25	recognizes 19:11	registration	19:1
	realize 42:24	recommend	87:15,21 89:14	renewing 31:24
R	really 4:9,12 5:1	40:19 78:15	reimburse 22:24	renter 105:19,20
railroad 42:16	5:6 6:1 8:22	84:18	reimbursed	renters 105:4,12
rainbow 83:7	9:1,1 23:14	recommendati	46:16	105:14,17
raise 5:13 75:11	32:9 34:10	72:17 93:16	reiterate 59:5	reorganization
raised 19:18	38:21 39:12,16	117:23 119:22	93:24 113:10	16:11,16,21
80:5,8	39:16 43:9	recommended	reiterating	18:13,15,17,20
ran 103:13	82:15 83:10,25	63:18	76:11	18:24 19:4,11
Randall 36:9	88:25 89:24	recommending	rejected 95:15	20:17 21:5
66:19	90:25 101:1	3:14 6:5 14:18	rejection 28:16	22:15,16 23:3
Randy 79:2 80:4	102:15 103:25	98:9	relate 48:1	32:20 36:6
rate 22:18 47:9	116:14	record 29:14	related 18:7	57:21 64:16
47:9,12,12,14	Realtime 122:2	70:1 87:5	58:1 110:19	reorganized
51:14	122:4,4	121:5	122:10	58:13
ratepayer 24:1	reason 5:19	recorded 69:13	relates 58:16	repeat 43:13
25:2	56:23 62:25	recording 122:7	relating 2:16	51:5 79:14
ratepayers 19:5	64:12 86:18	recordings	relation 30:6	repeatedly 53:2
19:6,9,12	87:8,21 106:12	29:11	relation- 8:24	repeating 16:1
24:24	106:20	records 111:7	relationships	repetitive 51:23
rates 19:7 47:8	reasonable	recover 57:17	8:24	104:15
47:17	46:16 84:18	105:20	relatives 101:4	replace 36:1
rational 75:10	96:17 97:11	recovery 8:19	released 22:6	101:3 104:25
RBC 41:7 44:1	reasonableness	38:7 58:7,17	relevant 18:21	106:16,24,25
70:20 71:10	46:23	58:23 59:2	relied 32:15	107:12
re-flaring 79:18	reasons 26:12	62:12 83:2,12	rely 39:25	replaced 101:6
re-signed 67:4	26:13 32:23	106:2 107:10	remain 21:21	replacement
reach 55:15	38:23 44:6	rectify 50:11	109:18	33:25 34:3
reached 104:4	65:6	Red 54:15	remediate 43:8	105:6,15 106:3
reaching 52:11	Rebecca 72:2	refer 80:13	remember 35:23	106:6,14
react 90:3	73:20,22 77:16	referenced 5:2	55:13 62:19	107:12
reaction 84:15	77:22	referred 77:9	75:5 88:18	report 99:22
read 5:1 33:15	rebuild 40:7,13	refinanced	98:22 99:18	reported 69:7
34:1 37:24,25	84:3 100:25	65:20	113:17	Reporter 122:1
45:21 48:23	107:13	refinement	reminding	122:2,3,3,4
74:5 81:11	receive 13:18	19:24	115:11	Reporters
reading 29:18	43:1 47:1	refining 24:7	renamed 34:20	122:22
ready 29:14	72:19 74:19	reflects 106:11	rendered 20:21	represent 15:2
33:12 60:5	76:13	refused 76:16	23:1 48:16	30:13 42:11
86:8 87:12	received 92:22	regard 77:25	renders 46:20	44:16,18 82:18
real 2:21 21:25	92:24 93:2	regarding 32:10	renegotiate	112:25 113:10
35:2 67:25	96:9 100:6	regardless 69:17	85:14	113:13
105:21 106:11	receiving 75:5	80:25 81:3	renegotiating	represented
108:4	Rechtschaffen's	regional 20:5,9	88:18	29:10 30:19
	<u> </u>	<u> </u>		<u> </u>

(800) 745-1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 52 of 61

				Tage 113
107:22 115:13	116:12 118:23	44:9,11,15	Robins 2:8,9	ruled 99:6
115:15,17,18	respected 52:6	73:19 77:15	12:2,3,9	rules 72:16,23
116:7,11	53:9	85:16 87:16,25	115:13 116:10	114:23
representing 2:4	respectful 92:7	108:20 121:1	robust 50:22	ruling 16:9,17
29:20 30:2	118:20	rid 84:2	rock 71:5	25:17
47:18 111:19	respectfully	ridiculous 91:21	rocket 98:23	run 35:11 45:2
represents 30:13	17:23,24	right 2:24 7:20	ROECKER	97:16
30:23 80:16	respective 96:10	9:9,9 11:2	99:12 102:5,19	running 90:4
reputation 52:4	120:6	24:17 35:16	103:7 105:3,14	runs 12:5 78:2
reputations	respond 13:17	38:4,16 39:1	106:4 107:21	rushed 38:10
52:20	36:17 92:10	41:23 50:6	108:17 109:23	
request 25:24	response 28:3	51:6 55:2	111:13 114:6	S
27:7,13 31:24	28:18 31:19	56:15 61:11	121:14	Sachs 43:25
32:3 49:7	36:14 65:3	62:9,17 65:22	role 35:17	88:4
72:25	77:22	65:25 70:10	room 61:6,9	saddled 43:3
require 19:23	responsibility	71:2 72:7 81:2	Rosa 13:22 28:5	74:22 109:16
20:10 96:24	63:14	81:7 82:4,22	28:20 31:9,14	safe 81:20
required 17:8	responsible 35:3	83:22 84:23	68:19 73:21	120:18 121:11
18:25 19:15	88:21	87:24 91:23	77:17 117:9	safely 40:10
29:23,23 30:10	responsiveness	94:24 104:7	Roseanne	safer 43:10
30:17 43:8	20:6	105:12 107:19	107:21,21	safety 18:14
requirement	restriction 26:1	111:6,11 113:5	108:3	20:6,15 21:21
16:20 30:4	restrictions	113:24 114:11	Rosenbaum	74:9 104:12
requirements	56:22 88:7,11	118:11,12	67:16,19	sale 63:25 70:9
16:12 19:2	restructuring	rights 41:15	roughly 73:14	71:15 75:8
21:6,16 28:13	20:5,10 22:8	43:24 63:17	85:18,19	Salvation 54:15
requires 45:5	66:22	71:13 76:5	Roy 2:3,13,15	Sam 99:10 102:4
55:15	result 97:1	87:15,21 88:9	3:5 13:22 14:1	102:18 103:6
requiring 29:16	100:21 110:6	89:14	57:7 59:4	105:2 107:20
104:9	resulted 60:21	risk 7:8,12 8:5	71:16 89:23	108:16 109:22
research 77:18	resurgence	12:13 21:21	91:25 93:22	111:12 114:4
resigned 29:10	56:20	35:7 43:6	98:21 102:24	121:13
33:16	retail 105:6	63:12 85:9	113:18 115:18	San 4:22 21:10
resolution 17:6	retain 49:2,4	risk-sharing	121:1	34:12,16 40:2
18:6 50:8	retains 54:24	21:11 118:15	Royal 43:22	45:19 52:16
52:11	retired 33:16	risks 23:10	63:20 71:7	67:1 113:8
resolve 18:2	45:9	risky 7:11,14	75:17 88:1	Santa 13:22
109:11	retirement	83:13,14	RSA 55:13	28:5,20 31:9
resolved 17:1	103:8 104:24	RMR 122:18	Rudnick 50:14	31:14 68:19
respect 10:21	returned 24:23	Robert 2:8,12	ruin 81:19	73:21 77:16
17:16 21:23	25:1	2:15 3:6 12:1,6	rule 16:9 27:18	117:9
23:7 28:14	review 25:24	13:20 15:11	29:15,18,19,22	santarosa@w
29:12,23 30:4	51:25 86:13	44:25 79:2	29:24 30:3,5,9	9:23
30:10,16 31:16	reviewing 80:11	80:24 81:3	30:11,17,22,23	satisfied 21:16
33:2,3 59:19	revised 26:16	95:14 98:18	31:1,22,22	32:1
70:8 71:12,13	Rich 2:6,13 3:6	111:17 115:13	32:10,25 33:5	satisfy 16:24
84:24 105:22	15:10 42:2,6	121:1	72:7	Saturday 40:17
				,

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 53 of 61

		,		
40:22 116:4,19	section 17:4	served 2:9 53:3	43:23	Silver 66:13
116:23 117:2	21:7,17 27:17	service 35:13	shares 41:10	similar 17:1
119:17 120:1,2	27:17 28:13	52:8	75:16,19 76:1	53:2
120:14	55:19,24 57:22	services 20:21	77:1,3	similarities
save 7:7 97:7	57:22	23:1 46:19	sharing 37:6	39:12
savings 24:21	secured 90:1,5	49:7 61:11	She'll 47:13	similarly 50:25
saw 90:12	91:2 118:1	67:3	shed 22:4 54:18	75:18
saying 8:14	security 30:19	set 17:19 24:25	shelter 86:24	simple 12:15
v	Sedwick 36:4	26:12,14 31:13	sheltered 120:17	48:8 64:12
23:5,25 28:4	see 9:6 12:18	32:23 49:7	120:17	73:25 79:15
37:23 68:4	30:21 39:12	69:21 72:7	shitty 81:13	86:18 87:21
85:8 86:12	56:18 64:5,22	88:9 95:19	short 12:15 17:8	109:13
89:25 90:4	69:17 86:13	117:5	41:1 53:14	simplify 75:19
92:15 119:15	92:14,17,20	sets 30:1	56:24 84:1	simply 60:16
says 5:9 17:5	97:5 108:23	settle 94:20,20	90:21 95:24	67:15 84:21
19:22 23:18,21	120:4	94:23	98:2	85:12 95:24
′	seek 72:20	settled 61:14,25	short-term	97:20
	seeking 33:1	68:2	20:18 22:14	sincere 51:4
40:5 55:24	46:24 62:11	settlement 3:2	70:13	single 30:14,23
	seen 48:5	8:10 23:18,25	shortchange	90:10
	selected 52:23	24:6,23 25:7	91:19	Singleton 2:6
89:25 92:15,23	63:21	26:18 32:20	shorten 27:24	4:5,6 15:8,9
	sell 41:9,12,25	38:24 39:7,14	31:21	27:6 29:6 55:4
109:23 119:2,5	43:17 62:24	40:5,12 52:13	shortening	55:10 84:17
119:8,11	65:22 70:14	59:21 60:2,15	27:13	99:17 105:10
	seller 106:18	61:23 62:10,19	Shorthand	105:17 106:9
_	selling 41:7	65:4 70:11	122:1	107:19 116:8
	sells 77:3	76:22 77:8	shortly 31:11	singular 62:25
	send 76:2 86:14	90:2 91:3 94:9	41:4 75:20	sir 10:15
schedule 11:12	87:3 108:12,15	94:11,25 95:1	shot 27:9	sitting 56:15
17:9,17	116:18 117:6,7	95:4 98:6	shout-out 112:2	situated 51:1
science 66:5	120:14	99:14 103:9	show 72:22	situation 26:3
	senior 65:19	105:7 111:20	117:8	37:13 56:14,17
	sense 7:21,25	118:1	shut 90:12	59:13 83:21
scratch 83:5	12:4 83:6,11	settlements 39:1	side 7:10 48:13	111:10
scream 92:10	84:11 106:19	40:6 101:24	66:8 67:12,16	situations 82:21
	sent 3:10,16	Settling 26:6	68:22 107:15	six 2:22 3:12
script 115:23	31:9 37:17	seven 96:22,22	115:23	15:19,20 38:17
SEC 37:7	69:8,14 74:4	97:21 99:5	sides 9:13	51:15 53:13
second 2:5 3:15	82:14 98:21	119:3	sign 84:7	117:16,17
	separate 47:20	seventh 65:17	signed 21:18	120:20
30:16 46:9	58:22 88:2	share 101:17	36:2,10 55:14	six-part 45:5
	separately 58:11	shareholder	64:21 66:22	sixth 78:7
	September September	24:22 41:15	significant	size 38:14
Second-to-last	118:11 119:7	63:17 71:13	10:23 54:16	skills 48:17
	series 18:9	76:5	65:15	skip 6:19
	serve 33:24	shareholders'	signs 113:4	skipping 44:10
<u> </u>				••

Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 54 of 61

				Page 145
Slides 31:15	34:24 66:5	start 37:12,14	41:13,17,18,20	116:10 119:14
small 34:14	southern 12:5	95:13 97:3,12	42:1,2,25 43:1	subject 17:2
54:12	44:19	105:13	43:17 44:2,4	49:8 81:11
smart 13:1	Southwestern	started 28:23	55:9,18 56:25	108:18
86:22,24 108:6	34:16	39:2	59:12 63:25	submit 114:8
108:8 113:1	sp 88:10	starting 62:22	65:13,14 70:9	submits 73:13
smarter 12:14	space 35:4	83:5	70:10,10,12,14	submitted 5:9
113:1	speak 60:12,13	starts 56:22	70:21,25 71:15	36:23 78:20
smartest 71:5	67:7 82:8	state 12:6 19:2	74:3,5,6,10,12	102:17
smells 104:6	117:21	43:5 44:23	74:19 75:3,8,9	subordinate
Smith 33:22	special 2:7 52:25	61:24 62:7	75:12,19 76:2	25:13
34:8,25	53:8 79:16	81:16 109:7	76:3,10,14,17	subordination
so-and-so 15:15	specialists 41:25	111:20 112:17	76:19,25 77:2	61:5
social 94:2	43:16,19	117:11 122:5	77:13,13 79:19	subpoenas
sold 6:11 41:2	specific 2:19	State's 18:24	80:2 85:7,9,12	32:14,23,25
41:18 70:14	31:15 69:2	stated 51:3	85:16 86:1,1	subrogation
73:22 75:4,9	72:7,9 88:15	statement 46:17	88:10 94:25	62:14 63:7,10
sole 57:17,25	111:15	60:16 89:20	97:3,8,10,12	substance 7:4
58:7	specifically 5:5	statements 28:7	104:24 108:17	substantial 74:9
solely 45:13	5:24 28:9 31:7	37:21 46:18	108:18 109:3,4	substantiat 74.7
solicitation	49:13 55:24	74:4 96:7	108.18 109.3,4	7:13
29:13	spend 24:4	states 1:1 46:15	stockholders	success 61:21
solicited 27:16	36:22 90:8	47:8 79:20	97:3,12	successes 61:18
27:21 28:17	spent 90:7,7	98:11 103:13	stocks 73:19,22	successful 77:7
solution 9:10	spekt 50.7,7 spoke 63:18	114:16 118:2	Stonehill 66:12	successful 77.7 sue 57:8,18
97:6	spoke 03.18 spoken 60:16	status 89:15	stop 17:10 63:4	58:19 62:9
Solutions 63:19	sports 47:25	statute 33:2	64:18	sued 58:9
somebody 7:3	spread 8:22 39:4	119:8	stopped 81:25	suffered 47:3
8:3 29:12	spreading 118:7	stay 17:2 101:15	stopping 20:12	50:10
35:18 63:8	stabilize 33:18	120:17,18	storage 35:5	sufficient 75:7
92:15,17 101:9	stabilizing	120:17,18	stories 39:11	suggest 73:1
104:5,11 119:5	103:15	steeply 76:16	Street 41:11	suggested 72:18
119:18	stable 82:22	stemming	119:10	suggesting 63:23
soon 41:17	staff 49:5 50:16	109:12	strengths 15:25	86:10
80:17 83:3	stage 4:23	step 82:12	stress 4:9,14	suggestion 60:14
93:14,14 115:3	stake 65:15	Stern 66:12	stresses 5:7	96:13
115:6	stalwart 116:9	Steve 62:12	Striegel 67:20	suggests 95:20
sooner 14:11,12	Stamer 67:18	66:13 71:4	string 25:7	suing 58:11,14
94:13	stand 37:18 78:1	91:10 93:24,25	stroke 109:24	suit 58:12,20,22
sorry 26:13	stand 37.18 78.1 standard 19:1	Stifel 65:21	111:2	Suite 122:23
sort 7:5 38:1	47:9,12,14	Stikos 62:12	strongly 18:6	sum 61:14
sought 32:22	88:6,7	71:4 91:7,10	struck 24:14	summary 6:4
sound 71:23	standpoint	91:14 94:3	38:21 60:19	summary 0.4 summer 98:22
77:24 104:6	118:3	Stikos' 93:23	113:4	summer 58.22 superior 69:6
source 26:1	star 3:19,19	stock 7:12 37:8	structure 19:14	113:8
57:25	36:25 71:5	37:13 40:24	21:12 99:21	supervised
South 34:19,21	95:12 99:9	41:2,3,5,8,10	stuff 71:6	35:12
50441151.17,21)3.12)).)	11.2,5,5,0,10	STATE / 1.0	33.12

				Page 140
support 5:19	59:8	tax 24:21 89:15	temporarily	14:2 39:23
37:19 40:19	switch 15:7	TCC 29:10	70:11	41:23 44:8,12
60:22 66:23	system 78:25	32:11,13,19,24	ten 27:23 28:23	111:11 121:14
68:7 82:10	system 76.25	33:1,10 36:17	34:17 60:17	thereof 68:20
88:19,24	T	56:4 60:1,5,19	65:6	thing 4:9 5:11
118:19	tab 73:1	63:18 66:17	Tennessee	7:5 8:2,7 15:1
	table 8:5 11:3,8	69:4 71:4,6	103:14	16:1 20:22,24
supported 5:16 7:15	tabulated 93:13	· ·		· ·
· · · ·	tag 48:24	75:17 116:13 TCRR 122:19	tens 118:13 tentative 64:22	23:9 24:10
supporting 4:16	take 3:7 4:11			25:9,16 27:4
5:21 6:4,14	5:24 6:2,12	team 35:12	term 4:20 49:4	32:8 36:3 37:3
7:11 9:8,8	10:5 12:10	37:19,20 40:20	terminates 56:1	38:22,25 54:23
supports 38:5	15:12,23 17:20	42:8 44:11	termination	55:12 59:5
68:3	17:20 25:19	87:24 103:21	94:9	62:17 71:2
supposed 97:16	33:21 37:8,10	104:8	terms 6:8 46:23	76:18 84:21
sure 3:23 4:6		team's 13:15	54:5 65:24	91:15 99:19
5:17 6:22	37:12,14 39:7 45:18 48:21	tears 39:5	70:16 84:8,14	101:19 106:20
14:20 28:10	56:10 57:10	technical 35:4	84:19 85:2,11	114:12 117:4,6
39:10 54:23		technically	85:15 89:19	117:8 119:12
55:10 57:11	59:18 63:8	104:5	96:1	things 4:25 6:25
61:21 62:6,15	64:10 76:10	technologically	terribly 50:10	14:14 24:25
62:16 64:8	77:21 87:18,20	34:8	terrifying	35:19 36:8
82:17 83:19	88:15 99:8,16	technology 34:9	100:13	60:9,10 71:25
86:19 87:9,11	100:25 110:14	35:9,13,21	Texas 12:3	81:18 86:11
90:25 91:16	113:7 118:13	117:4	122:1,2,5,19	87:1 101:6
94:7 99:15,17	118:13	telephone 90:10	122:24	115:25
102:23,25	take-away 52:19	telephonic 1:9	text 28:11 87:5	think 3:2,13 4:8
104:6 105:10	taken 28:24 99:2	9:17 28:23	98:21 120:21	6:12,18 7:2,8
105:11,17	122:12	40:17 69:10,14	texts 87:3	7:21 8:6 9:9
106:1 108:22	takes 41:16 84:3	78:5,8 117:14	thank 2:13 4:6	11:14,19 15:3
110:3 111:18	96:16 110:22	119:17	9:11 10:16	16:2 23:8 34:9
115:9 116:22	111:5	Telesis 34:18	11:24,25 12:8	36:17 37:25
120:10	talent 48:4	tell 3:1,22 4:4	12:10 13:8,10	42:14,23 44:7
surprise 115:4	116:15	6:19 7:22 12:6	13:20 14:23,24	48:1,5 54:7,10
surrounding	talented 54:8	16:4 27:11	44:9 45:3	55:19 56:7
63:25	talk 3:13 4:24	29:8 33:20	53:25 59:3,4	58:12 61:25
survivor's 29:24	10:13 47:5	36:7,18 56:15	73:17,18 77:15	65:5 78:7
survivors 23:11	62:14 91:13	59:22 60:5	80:22 83:22,24	83:12 84:17
30:2 61:1 62:9	93:25	81:25 86:7	89:3,4 91:24	86:4,10 87:12
68:15 118:18	talked 62:22	91:6 99:10	91:25 92:25	88:20,21 89:5
Susan 81:9	86:20 94:18	108:2 110:14	93:20,21 95:9	90:7,17 91:4
82:15	117:3 119:11	111:16 114:17	95:10,22,23	94:13 97:20
suspend 26:2,16	talking 47:23,25	115:2 116:24	98:15,18 102:3	98:14 102:9,10
64:11	82:16 106:22	117:3 119:19	120:13,16	102:15 103:12
suspended	107:2 121:12	119:19	121:2,2,4,13	103:18 104:7
24:12,20 26:22	talks 5:6 25:3	telling 27:1	121:14	104:12,18,18
suspension 64:6	tallier 108:11	33:11	thanks 6:15,24	104:20,22,23
sustained 12:24	tank 41:10	tells 34:25	9:12 13:19	106:4 107:7,8
Japuniou 12.27		VOID 3 1.23).12 13.17	100.1107.7,0

				Page 147
108:1 109:7	47:10 50:9	touch 44:6	99:21	71:14 72:6
113:14 114:4	52:24 56:5,25	town 1:9 9:17	trial 34:13	73:8 75:22,23
114:13 117:21	71:21,21 72:8	15:5 28:18,23	trials 52:12	76:2 114:14,16
117:23,24,25	72:17 77:21	31:7,12 40:17	tried 45:10	115:1
118:3,6 120:4	81:5 82:25	40:21 69:10,14	48:14 118:20	trustees 8:12
120:20	87:18 88:15	78:1,5,8 90:10	trimmers 32:22	try 3:7,11 4:1
thinking 39:2	90:8 91:14	90:11 93:23	33:7 61:19	33:12 38:16
112:11	95:25 96:18	94:2 116:3	77:6	45:6 46:8
thinks 116:25	97:25 98:4	117:10,14	Trotter 45:1,9	64:18 89:9
third 2:5 24:10	104:16 107:2	119:17	46:11,15,24	92:6 95:17
58:16 61:18	110:22 111:5	toxic 81:24	47:6 48:7,12	trying 15:22,25
73:3 75:3	112:2 114:4	TPA 50:17	48:14 49:2,3	34:6 42:15
106:17 118:1	118:5 119:24	track 45:25	50:6 51:2,19	59:23 60:14
third-party	120:11	trade 37:8 85:17	52:3,5,17,20	78:6,18 81:3
49:21 50:17	time-consuming	traded 42:25	54:4 55:1 72:5	94:1,14 97:23
72:10 73:5	111:8	74:16 76:19	114:14 115:1,6	Tubbs 95:2
102:13	timely 13:5 50:8	trading 37:10,12	Trotter's 46:2	Tuesday 32:8
Thomas 44:20	times 65:11	tragic 12:23	47:8	33:13 116:2
thoroughly 5:20	84:21 85:18,19	39:12	trouble 37:9	turn 3:22 4:4
thorought 27:11	86:6 94:1	trailers 82:20	true 28:8 47:12	turned 20:25
42:5 84:4	timing 70:9	tranche 75:6	47:23 48:7	turning 43:12
95:20 108:2	71:15 95:1,3,3	tranches 75:6	91:4,4,5 92:2,3	turns 34:11
thoughts 2:24	tirelessly 62:13	transcribe 70:2	92:4,9 103:12	two 2:23 9:13
4:4,4 12:7	79:12,24	transcribing	110:18 119:4	12:19,20 13:2
thousand 44:17	today 2:18 10:7	92:13	trust 8:11 11:12	13:4,25 31:20
76:1 121:3	11:7 14:16	transcript 31:17	25:10,21 39:22	54:20 65:23
thousands 44:18	69:25	69:16 90:12	40:24 43:20	67:9,20 81:15
116:7	told 28:18 29:2	transcription	44:1 45:2,14	86:11 89:6
three 2:25 13:13	29:11 31:12	122:6	47:24 48:10	99:24 101:20
27:19 65:10	39:7 59:11	transcripts	49:12 50:1,8	117:18,18,18
73:9 75:5	64:3,19 70:23	29:11 78:21	50:21,22 51:4	two-bedroom
80:11 87:25	103:20	90:24 92:14	51:10,12,18	101:18
95:13 96:16	Tom 66:8,10	transform 104:1	52:22 53:18,18	two-thirds 90:1
three- 101:16	67:6 68:12	transformed	53:20 54:22,22	90:5,15,18,22
three-firm 42:8	tomorrow 10:5	104:16	55:18 57:9,25	91:2,21 102:21
throwing 118:21	tonio110w 10.3	transient 81:13	58:7,18,24	102:22 118:18
118:21	Tony 53:15	transition 34:7	59:1,14,16	119:23
thrown 58:13	top 54:5 60:17	103:19,22	63:3 64:3,13	type 56:19 77:12
Thursday 36:7	61:22		70:12,13,20	116:19
36:10 116:3	tort 20:23 29:17	transvaginal 53:4	71:11 72:6,16	types 53:9
				~ ~
time 4:11 7:3 9:6	36:13 43:21 47:17,18 49:2	trash 81:18 treat 8:25	73:16 74:13,19	typical 103:20
11:11 12:10,22			75:3,5,14	typically 99:24
17:13,21 25:16	53:3 67:24	treated 105:12	76:20 77:1,3,6	106:24
27:13,25 31:22	118:1	105:18	77:8 81:1	U
38:17 40:22	total 23:19	treating 109:9 tree 32:22 33:7	85:22 88:3	U.S 63:19
41:25 42:13 43:16 44:2	61:25 85:6,23 96:22 102:22	61:19 77:6	94:8,25 115:2	U.S.C 27:17
43.10 44.2	70.22 102.22	01.19 / /:0	trustee 41:5,5,12	2.0.0

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 57 of 61

				Page 140
28:13	78:3,4	95:16,18	79:1 86:7,10	88:22 93:12
ultimately 52:16	updates 28:22	victims 11:5	86:16,18,19,22	96:13,14 115:5
59:10 80:21	89:15	13:4 16:21	87:5,6,7,10,11	120:23
98:13	upheaval 26:5	20:24 25:9,21	88:20,24,24	waiting 12:23
underlying	upset 38:23	25:23 27:1	89:1,2 90:1,5	waiting 12.23 waived 22:5
110:9	urge 93:13	29:20 31:25	90:22 91:21,23	walk 79:22 81:2
undermining	urgency 83:11	32:9 39:22	93:9,10,10,11	81:7
59:20 60:2,15	106:19	40:4,12 42:18	93:12,14,17	Wall 41:11
65:4	use 41:5 81:20	44:16 46:25	95:16 96:13,21	119:10
			96:22 98:8,9	WALTZ 122:1
underpaid 50:21	92:21 108:8,14	47:19 51:5		
	usual 2:4 79:20	59:7 62:6	98:10 99:1	122:18
understand 8:23	utilities 17:3	63:11 64:1	103:4,5 107:23	wand 99:5
12:21 51:24	21:6,17 65:1	74:23 75:9,11	107:24 115:5	want 4:9,10,10
52:2 79:7 85:8	74:15	75:25 76:13	116:25 117:23	4:14 5:17 7:1
86:11 96:5	utility 4:20 20:9	79:11 81:2	118:18,19,23	7:18,19 8:3
106:1	34:7 74:17	82:18 93:19	118:24,25	9:13,14,15
understands	85:17 103:13	96:3 102:10	119:2,4,6,19	12:1,10 14:25
38:5,19	109:7 119:7	113:13 116:11	119:20,22,23	17:3 18:10
understood	utmost 15:17	116:16	120:7,7,8,11	27:15 33:20
38:11,18	$\overline{\mathbf{v}}$	victims' 6:13	120:18,22,25	42:6,15,22
105:11		23:16 35:18	121:9,10	44:3 50:20,21
underwriting	vacate 33:4	57:2,24 62:12	voted 12:18,20	50:22 51:5
87:23	vacation 100:4	64:13 76:16	14:18 17:11	54:7 56:9 57:9
undying 116:12	Valley 103:14	98:6 109:1	21:8 90:23	57:23 59:5
117:19	valuation 74:13	video 31:11	97:2	63:7 64:7 76:9
unforeseen 58:5	74:14	videos 69:8,15	votes 8:4 27:16	76:18 78:22,25
Unfortunately	value 30:7 41:11	69:23 78:19	27:21 29:14	79:1 80:3 81:4
45:4	57:19 70:11,15	videotape 10:6	71:18 90:15	83:22 86:19
uninsured 105:4	74:3,15,20	view 26:12,14	91:2 96:15,18	87:6,8,9,11
unique 26:3,13	75:16,24 76:2	35:16	96:20 102:21	89:2 93:12,23
26:14 90:16	76:25 77:4,8,9	viewed 34:4	103:1 108:11	94:18 95:4,5,8
United 1:1 54:15	105:15 106:14	vigorous 59:19	voting 7:20,20	97:4 99:16
79:20 98:11	106:17 107:1,9	visit 115:11	8:4 17:16	102:24 105:11
103:13 114:16	107:15,16,18	voice 38:16	31:25 32:6	106:1 108:20
118:2	values 75:18	103:3	42:16 59:25	110:1 111:17
universally 53:7	105:6	volume 3:23	87:20 95:16	113:9,9 114:3
unknown 7:14	vapor 66:5	13:18	102:20 117:4	116:17 121:8,8
7:15	vegetation 32:15	Volunteers	vulnerable	wanted 7:1
unload 76:1	vendors 32:14	81:24	110:10	22:18,18 54:3
unloading 75:8	32:19,22	vote 3:15 6:6		62:20 83:25
unmitigated	verdicts 101:23	7:24 8:3 9:15	W	wanting 94:22
117:22	version 84:1	14:19 21:9	W 114:14	wants 29:12
unrelated 66:5	vetted 5:20	26:23 37:11	Wagner 66:8,10	30:25 55:6
unsure 38:23	viable 6:1 7:2	40:12 42:17	67:6 68:12	73:22 94:15
untold 63:23	11:23 98:5	59:25 60:5,5	wait 7:23 59:25	99:13 102:6,20
unusual 47:11	109:11,19	68:15 77:18,18	64:8 77:17	103:7 104:13
update 28:20	victim 76:22	77:20 78:22,25	78:24 86:12	105:3 107:22
_paare 20.20		77.20 70.22,23		100.0 107.22

				Page 149
108:18 111:13	102:9 104:13	51:14 65:7	122:23	67:5 71:17
114:7	105:18 117:16	68:8 78:2,7,11	whatsoever 7:8	88:13 89:8
wasn't 24:17	118:12 119:11	78:13 83:7	83:6	91:12 114:1
63:22	ways 15:20	85:7 86:20	Whitacre 34:15	work-around
waste 81:18	ways 13.20 wayside 94:12	87:1,3 90:4,7	34:23 35:1	87:3
	we'll 2:24 3:7,15	91:2 92:7		
watch 82:1	,		wholeheartedly	worked 8:17
watched 64:17	4:1 36:24	102:19 110:13	11:17	10:12 13:24
water 11:22	39:19 41:11	114:23 115:25	wife 109:24	35:12 36:8
81:17	68:10 86:14	116:1,2 118:20	wildfire 13:3	49:22 61:23
waterways	88:22 95:11,12	120:12	16:21 25:5,22	62:8,13,18
81:14	99:11 101:20	webinar 36:5	26:4 40:4	63:6,9,16 65:7
Watts 2:1,2 3:5	107:13 113:3	website 5:3,3	52:14 53:12	74:24 79:12,24
6:16,23 9:12	113:23,23	10:8 29:2	89:17 93:19	87:22 89:18
9:20 10:15	116:3,20,21,22	32:12 35:3	118:16,18	98:20 109:5
11:25 13:20	119:3,6 120:14	45:20 55:22	wildfire-related	112:4,4 114:23
14:24 15:9	120:15,24,25	69:17 78:14	23:23	working 7:25
28:4 29:21	121:7	121:6,7	wildfires 35:8	10:19,22,24
30:5,11,13,18	we're 3:9,24 6:5	websites 55:21	wildfires@fra	15:11 36:11
30:21 37:19	6:13 7:10,18	Wednesday	11:16 93:4	50:11 51:20
39:24 41:23	7:23 10:22	33:15 36:4	William 27:15	60:7,11 61:20
43:15 44:9	14:15 15:4,5	week 3:10,17,18	27:20 33:22	62:13 64:4
49:17 54:2	15:11,15,16,22	15:24 36:18,20	67:13	74:8 89:14
57:6 59:4	15:25 25:11,13	36:24 39:20	Williams 55:5	94:14 98:24
66:17 71:1	29:4 30:24	41:16 64:5,22	57:7 59:19	114:18
73:18 77:15	33:7 36:22	94:1 114:12	65:9 70:7	Worldwide
80:24 83:24	38:5,14 42:14	119:1	89:24 92:8	122:22
89:4,25 90:14	43:1,3,9 44:23	week's 16:2,3,4	willing 48:3 60:8	worried 26:25
91:25 92:15,16	59:15 60:10	115:23	118:22	85:9
93:21 95:10	64:4 70:1,2,2,3	weekend 120:16	win 95:17	worst 56:25
98:18 99:15	70:23 76:7,21	weekly 15:25	wiped 104:15	worth 44:4,5,6
102:3,8,23	77:10 78:5,6,9	28:21 78:3	withdrawn 4:16	48:4 73:23
103:6,10 105:8	78:18 85:10	weeks 15:14	woke 100:9	76:11,23 77:2
105:13 107:6	86:12,24 87:9	38:17 64:4	woman 92:20	86:2 106:23
107:20,25	89:6,6,14	81:15 115:4	Woolsey 44:20	wouldn't 34:1
108:20 109:21	90:21 92:9,9	weigh 99:22	word 6:2 25:19	84:18 118:8,9
110:1 111:11	92:10,11,12,13	welcome 2:13	45:18	118:10
111:16,19	92:13 94:23	well-renowned	words 20:22	wrap 115:10
113:9 114:10	96:18 97:10,10	52:7	25:7 47:9	wrapped 95:6
wave 99:4	100:22 104:12	went 34:22,22	71:18 97:24	written 69:23
way 23:5 24:15	111:6 113:7,24	34:23 37:20	107:6	94:8
38:19 47:22	116:14 117:12	58:8 59:9	work 6:20 8:15	wrong 37:5 91:3
54:9,15 57:17	117:13,15	69:11 72:5	15:3 22:21	wrote 40:1 72:2
61:20 64:7	119:16	85:16 91:18	24:17 36:11	73:20 79:3
70:24 81:16	we've 2:4,7 3:3	92:20 101:16	42:7,9,10	81:9,12 84:6
83:21 84:2	3:16 8:16 9:5	104:4	49:13 56:10	www.firesettle
89:6 92:7	10:2,24 31:1,2	weren't 95:2	59:22,23 60:18	9:19 29:3 70:4
93:15 95:4	37:1 48:5	Weslayan	61:12 63:5,24	78:16 120:10
73.13 73.4	31.1 40.3	v v Colay all	01.12 03.3,24	70.10 120.10

				Page 150
121:6	1 12:16 18:11,12	77:9 113:13	2:00 3:21 68:18	18:8 26:24
	21:5 51:15	13.5-billion-d	2:15 99:8	55:25 65:2
X	60:21 65:14	23:17 40:4	20 27:14 85:20	69:19,25 97:25
X 92:15 119:15	68:17 86:12,15	61:17 62:2,3	109:7	99:1 118:4
	96:14 100:17	130 61:25	20-some-billion	122:16
Y	105:14 117:21	14 20:16 47:15	112:17	2021 41:21 51:5
Y 92:16 119:15	1.46 65:13	51:9	20.5 118:14	51:6 70:23
Yanni 45:1,12	1.823 23:22	14.9 85:19	20.5-billion-d	85:5
46:3,11 47:6	10 19:22 59:10	140 45:17,22	16:15 21:11	2022 85:6
47:13 48:8,12	64:15 75:1	15 17:12 20:19	119:10	20th 16:7 23:13
51:3,19 52:3	100 18:12 38:8	47:7 77:20	20.9 85:23	69:19 96:19,20
52:19,25 54:4	38:19	85:5,5 95:17	200 23:11 24:11	21 28:24 78:8
55:1 72:5	100,000 35:12	96:6,11 99:8	25:16,25 26:20	21-billion-doll
114:14 115:6	105 ,53:13	15-08-019 21:20	50:18 62:19,20	56:11
Yanni's 50:6	11 1:4 16:22	150 81:17	64:11 102:14	21st 65:2
yeah 6:19,24 9:2	18:4 20:1,21	150 81.17 1500 47:8	200-million-d	21st 05.2 22.4 85:24
10:15 39:24	27:17 28:13,25	1500 47.8 15th 29:1 78:10	26:11 63:2	22.4 85:24 223 122:23
54:2,6 70:18	57:21 59:10	91:22 96:16	64:6	22nd 33:16
83:24 90:6	66:17 67:23	118:19 120:2	2004 32:10,25	73:21 77:17
99:12 102:5,8	69:3 78:9		33:5	
103:10 106:10		16 54:25 59:22		79:3 81:10
107:6 109:23	11:59 27:25	17 54:25 65:14	2006 52:13	235 122:23
111:13,16,18	1125(b) 27:17	17.33 85:18	2011010 122:20	24 28:18 77:25
113:9 119:2,2	28:13	18 28:25 57:8	2015 102:11	24th 84:7 92:22 25 1:9
year 11:13 13:6	1126(e) 27:17	69:13 78:9	111:24	
33:24 83:21	28:14 114 24:2	18,000 90:20	2017 2:12,16	25th 28:25 68:6
99:2 108:19		180 41:21 70:21	10:24 65:12	68:12 69:25
119:4,11	117 61:15,16	75:12	102:11 111:23	78:10 118:4
years 6:12 12:19	11th 69:13	18th 55:6 69:11 70:8	2018 2:18,20	26 28:24 78:8
12:20 13:25	12 20:5 60:23		102:11	26TH 122:15
25:6 28:21	63:13 67:22	19 45:12,14 50:1	2019 27:18	27th 95:19 96:20
34:17 81:19,22	68:10,14 69:4	50:3,5	29:15 30:22	97:25 118:5
101:1	12-billion-doll	19-30088 32:13	31:8 66:22	29th 55:16,25
yell 92:10	58:3 79:25	19-30088-DM	68:18 98:22	57:5 79:16,21
yesterday 91:8	12/31/20 122:19	1:3	113:12,21	81:1,6
young 100:15	122:21	198 23:24 25:4	2019(a)(1)(A)	2nd 29:1 40:3,14
	12/31/21 122:20	2	30:9	40:18 78:10
Z	12:00 40:22	2 18:15 21:14	2019(c)(1)(A)	120:1
Z 119:15	12:10:34 69:20	25:14 32:18	29:22	3
Zelin 66:13	124 65:19	36:20 40:22	2019(c)(1)(B)	3 3:19,19 16:23
zero 95:2	1250 47:13	63:12 69:7	29:24	18:17 21:20
Zoom 3:23	12th 31:8,14	79:23 86:15	2019(c)(2)(B)	36:25 46:14,14
	68:18 69:7,23	105:15 118:17	30:5	47:5 49:8,9
0	13 20:11 54:7		2019(c)(2)(C)	
0.14 54:10	66:18	120:12	30:11	61:9 69:10
00 61:24	13.5 7:7 24:16	2.137 23:20	2019 (c)(3) 30:17	95:12 99:9
	59:10 61:22	2.4 25:15 61:10	2019 (e)(3) 31:1	3(a) 55:24
1	62:6 76:23	2.5 49:13,20	2020 1:9 17:2,7	3.48 63:1
		1	1	1

(800) 745–1101 Case: 19-30088 Doc# 7129-26 Filed: 05/08/20 Entered: 05/08/20 15:06:44 Page 60 of 61

				Page 151
3.9 25:12	500,000 63:1	8 19:13 22:23		
3.9-billion-dol	506 65:18	47:7 63:16		
61:6	51,333 90:18	8:55 27:12		
30 17:2,7 18:8	53 31:15	80 26:17 31:16		
89:7 96:13	572-2000 122:24	80s 34:13		
3000 122:23	5723 47:7,15	8389(e)(6)(C)		
306 5:5,10	5726-1 46:14	21:17		
30th 43:7 112:18	59 5:13	844-339-4217		
118:11 119:9	6	93:5 108:10,14		
31 30:1 78:8	6 19:3 22:10	855-735-5945		
310-929-4200	59:9 62:8	11:17 93:3		
13:14,15	69:19	8th 2:12,18		
31st 28:6,10,12	6.3 61:12	9		
28:24 65:12	6.75 44:5 55:8	9 19:16,17 21:16		
3292(b) 17:4	55:18 75:5	23:2 47:15		
3292(b)(1) 21:7	77:3 80:2 85:6	59:10 64:2		
33 24:25 51:16		68:17		
51:17	86:2 6:30 68:19	9:16 27:14		
33,750,000		9006-1 31:22		
51:16	6353 57:24			
39 25:3	64 24:6	98 116:6		
4	650 85:4	9th 29:1 78:10		
	6759 54:25	120:2		
4 17:5 18:20	6760 49:3,9			
21:25 28:24	54:24			
48:19 61:13,23	6798 27:14			
63:4 69:13	6799 27:18,22			
78:9	6800 28:2			
4.26 57:22	6801 69:20			
40 117:19	6813 122:19			
400 61:13	6866 32:12			
430 113:15	6th 66:22			
45 120:12	7			
462 25:4	7 19:10 22:13			
49 25:8,18	26:24 59:9			
4955 2:10	62:18 69:25			
4th 66:2	70 60:23			
5				
<u>5</u> 18:23 22:7	70,000 73:14,14 700 85:5			
49:10 50:1	713 122:24			
61:23 69:16	73 26:9			
5.4 51:11 55:8	77,000 90:16			
55:17 59:8,9	77027 122:24			
75:6 76:4	7th 27:3 64:8			
79:16 85:3				
50 81:16	8			